



NeuLion Service Order Form and Terms of Service

NeuLion, Inc., 1600 Old Country Road, Suite 101, Plainview NY 11803 TEL: (516) 622-8300 FAX: (516) 293-0220

Effective Date April 1, 2018

Company Name: NFL Enterprises LLC ("NFL" or "Company")

Company  
Address: 345 Park Ave., New York, NY 10154

Company Contact  
Name: David Marlo

Phone: (310) 845-4792

Company Contact  
Title: Director, Subscription  
Products

Email: david.marlo@nfl.com

## 1. Term

The Term of this Agreement shall commence on the Effective Date and continue until June 30, 2019. At the Company's sole option, the Term for either the Domestic Subscription Service or ROW Subscription Service, or both, may be extended for a period of one (1) year through June 30, 2020. Additionally, at Company's sole option, NeuLion shall provide the Extended User Services Support (detailed in 2(e) below) for a period determined by the Company, but not to exceed three (3) months following the initial Term (the "Extension Period") and be paid only the fees as set forth in Section 2(e) below (in addition to any fees associated with Domestic Subscription Services if the Term is extended by Company). For clarity, this Agreement shall supersede and replace in its entirety that certain NeuLion Service Order Form and Terms of Service, effective as of July 1, 2017 between the Company and NeuLion (the "Prior Agreement") and the "Term" under the Prior Agreement will be deemed to conclude on the day prior to the Effective Date of this Agreement.

## 2. Services

- a) The services to be provided by NeuLion under this Agreement are set forth below and in the Attachments, including, without limitation, the setup and back office operation of the services identified in the Attachments and all materials of any kind delivered to Company in connection with such services (each, a "Service" and collectively, the "Services"). The Attachments set forth the Services to be performed by NeuLion in connection with, as applicable, the "ROW Subscription Service" (Attachment A) (the "ROW Subscription Service") and the "Domestic Subscription Service" (Attachment B) (the "Domestic Subscription Service" or the "Game Pass Domestic Subscription Service," and together with the ROW Subscription Service, each, a "Subscription Service" and together, the "Subscription Services"). NeuLion shall support the Subscription Services with at least the same level of resources as utilized during the 2017 NFL season. Without limiting the foregoing, NeuLion will designate a dedicated account manager for Company throughout the Term. NeuLion will implement sponsor integrations as directed by Company (e.g., branded player, insertion of sponsor ad units during commercial breaks).
  - i. As requested by Company, NeuLion will provide free access to a limited amount of content within the ROW Subscription Service for marketing and promotional purposes and/or an unlimited amount with respect to the Domestic Subscription Service, provided that the parties mutually agree upon reimbursement by Company to NeuLion of streaming costs associated therewith.
- b) The Services to be provided by Company under this Agreement shall consist of making the Licensed Programming (as defined in Attachments) available (at Company's expense) to NeuLion for use in the applicable Subscription Service, unless otherwise set forth in this Agreement.
- c) Any and all Subscription Services hereunder will be "white label" services, which will be exclusively branded by NFL without any attribution to NeuLion except to the extent pre-approved in writing by Company (such consent to be granted or withheld in Company's sole discretion).
- d) The Services to be performed by NeuLion pursuant to this Agreement shall also include the following services:

- i. Additional Services Related to Subscription Services with Additional Fees. In consideration for certain fees set forth in Section 3, NeuLion will provide the following additional services related to the Subscription Services:
1. Backup/Failover Architecture & Disaster Recovery center. NeuLion will provide enhanced backup/failover architecture in a form mutually agreed by the parties, which will be at least as robust as the system implemented for the 2017 NFL season that will include a total redundant path (for all signal acquisition, encoding/transcoding, and other technical services), and separate operational facility for such support (IE: Disaster Recovery center). Such architecture & disaster recovery center will support all Services.
  2. RedZone fiber backup to serve as a secondary feed for NFL RedZone
  3. Pre-season streaming: Vyvx signal acquisition for preseason games not normally captured through regular signal acquisition.
  4. Radio Station Audio Service. NeuLion will provide home, away and national radio signal acquisition (English and Spanish), encoding and subsequent audio stream delivery (in a manner that is at least at the same level as compared to 2017) in support of Subscription Services. Encoding of each radio feed will include NeuLion's adaptive streaming format, RTMP and Apple HTTP live streaming (HLS). Based on radio broadcaster requirements, advertisements blocking/substitution with NFL supplied audio tracks will also be provided for specified radio stations.
  5. Game Pass Application Development Services. NeuLion to design, develop and support the following Smart TV / CTV app integrations: (A) Samsung Smart TV new platform sign-in only, completed and submitted to Samsung app store for review on or prior to June 1, 2018, (B) LG Smart TV new platform sign-in only, completed and submitted to LG app store for review on or prior to July 1, 2018, (C) Xbox One new platform sign-in only, completed and submitted to Windows app store for review on or prior to July 24, 2018, and (D) PS4 new platform sign-in only, completed and submitted to PlayStation app store for review on or prior to July 24, 2018. All such apps shall go live to user on or prior to August 9, 2018; provided, that if certification for the PS4 app is not completed by August 9, 2018, then such PS4 app shall go live to user on or before September 6, 2018. Mobile/tablet apps and CTV apps will be built for the latest version of each platform. Maintenance of existing NFL apps for US as well as maintenance of existing mobile/tablet and CTV apps across Subscription Services will also be included.
- ii. Ancillary Services Related to Subscription Services (No Additional Fees)
1. End-to-End Video Service. NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode, as well as service for adaptive streaming of video content (including support for CDN caching, load balancing and real time QoS monitoring) and post processing of live game content for archive and VOD access.
  2. Additional editing / monitoring relating to features included across the Subscription Services, including coaches film, condensed games, etc.
  3. Other ancillary services related to the ROW Subscription Service that were provided during the 2017 NFL season.
  4. NeuLion will develop and support applications to provide access to ROW Subscription Service via "connected" television and/or game consoles and/or cooperate with Company.
  5. NeuLion will continue to provide user access authentication/identify management services at the commencement of the 2018 season with the intention of transitioning these services back to the Company for the ROW migration in the 2019 NFL season.
- iii. Additional Services Not Related to Subscription Services
1. Third Party Audio Streaming. NeuLion will provide game feeds to NFL's digital audio partner (for the 2018 season, TuneIn) at the same level or greater than service provided during 2017. NeuLion will also work with the digital audio partner to enable dynamic ad insertion within game feeds. Such ad support

will be provided at an additional fee to NeuLion, with such fee be negotiated directly with the NFL's digital audio partner.

2. NeuLion will work with Company and Company-designated MVPDs (which may be added from time to time at the NFL's sole discretion) to provide authenticated subscribers to such MVPDs online access to NFL Network and NFL RedZone (and or other networks as directed by Company) consistent with such Services performed by NeuLion in 2017.
  3. ROW Migration Services. Migration of all customer and payment data from NeuLion to Perform (as defined below) or such other Company designee for the 2019 season. Includes the migration of previous NFL 2012 - 2018 games (broadcast, condensed and coaches film) as well as NFL Network archives. This content shall also include meta data. Apps to redirect from legacy NeuLion applications and then point to new Company designated apps when solution is ready. Services will include other activities necessary in assisting Company's designee as they prepare for operating the ROW territories.
  4. Visa Checkout Services. If requested by the NFL, NeuLion shall implement the Visa Checkout payment solution for either the ROW Subscription Service and or Domestic Subscription Service.
  5. Authentication Services. Support of TV Everywhere services for the Watch NFL Network apps on Tablet and Mobile. Services include adding/removing MVPDs from the picker and adding any other restrictions which may be requested from the NFL team
  6. Condensed Games. NeuLion to deliver all 2018 condensed games via FTP to DAZN Canada for DAZN to use on their platforms at a service rate of \$100 per game. Payment shall be made by Company or its designee to NeuLion within thirty (30) days of receipt of monthly invoice from NeuLion.
  7. Potential DTC Product Services. If requested by the NFL, NeuLion shall work with Company to design and develop landing, payment, confirmation, and account pages for a potential stand-alone NFL Network RedZone product, which product will be required to be built and ready to launch to end users no later than July 15, 2018.
- e) Throughout any Extension Period, NeuLion will continue to support the Services described herein other than delivery of any live game content and any additional development work ("Extended User Services Support"). The Extended User Services Support shall be provided at a fee of \$30,000 per month. Payment shall be made by Company to NeuLion within thirty (30) days of receipt of the invoice from NeuLion.

3. **Revenue Share and Fees; Reports**

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#### 4. Payment Processing; Security

If NeuLion requires access to Company's facilities, computer systems or networks in order to perform the Services, NeuLion will abide by Company's generally applied policies and protocols regarding security and access, it being understood that Company will provide prior notice (which may be provided by email) of such policies and protocols and the parties will cooperate in good faith as necessary to effectuate implementation. NeuLion shall be responsible for all payment processing in connection with the ROW Subscription Services, as may be further described in the Attachment A, including, without limitation, collection of applicable taxes (if any). NeuLion acknowledges and agrees to the following:

- a) NeuLion is responsible for securing all private information, including, but not limited to, credit card data (collectively "Private Information") in NeuLion's possession or as provided to NeuLion in connection with the Services;
- b) NeuLion shall adhere to all Payment Card Industry ("PCI") security requirements, and NeuLion will be listed as the merchant on Subscribers' credit card statements (i.e., the entry will be listed as "NeuLion, Inc./NFL Product");
- c) NeuLion shall only use the Private Information for assisting parties in completing a transaction, supporting a loyalty program, providing fraud control services or as specifically required by law;
- d) NeuLion agrees to offer full cooperation to a payment card industry representative or authorized third party during a security review after a security intrusion;
- e) Upon termination or expiration of the Agreement, NeuLion shall continue to treat the Private Information as Confidential Information (as defined below); and
- f) NeuLion shall provide Company with a letter from an acquiring bank or credit card vendor indicating that NeuLion is following the PCI data security standards as set forth by the PCI Security Standards Council. Throughout the Term, Company may request documentation that NeuLion is maintaining PCI MSS compliance.

#### 5. Analytics

NeuLion shall incorporate Company's tracking tags (e.g., Omniture) into the purchase path and product pages for each Subscription Service. A reasonable timeline for such code implementation will be mutually agreed upon by NeuLion and Company. NeuLion shall use best efforts promptly (taking into account high traffic volume days) to repair the tags in the event that the tags fail to function properly. Additionally, NeuLion shall use best efforts to place pixel codes on the registration page for each Subscription Service so that Company may track marketing campaign performance and conversion rates.

#### 6. Network Operations and System Monitoring

NeuLion shall incorporate Company's AppDynamics monitoring infrastructure to provide Company server-level visibility into the NeuLion backend dedicated to the Company. NeuLion will deploy an AppDynamics agent on backend servers in PRD and STG environments to communicate traffic, errors and performance metrics to a SaaS AppDynamics controller. Company will provide to NeuLion at no cost (i) the required agent software, and (ii) access to the SaaS AppDynamics controller. The Company and NeuLion will each designate a technical lead to manage the AppDynamics monitoring.

**7. Independent Contractor**

NeuLion is an independent contractor of Company. Accordingly, no party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either party (i) be deemed an employee of the other party, (ii) commit the other party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other party or a Person with the authority to commit the other party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**8. Compliance with Law**

Both Company and NeuLion shall comply with any and all applicable Federal, State and local Laws in connection with their respective performance under this Agreement.

**9. Deliverables and Intellectual Property Rights**

The parties understand and agree that NeuLion shall utilize its (and/or its affiliates') pre-existing proprietary intellectual property ("NeuLion IP") in the development and delivery of the Services provided for herein. As between the parties hereto, NeuLion shall be the owner of the NeuLion IP, which Company shall be entitled to use on a non-exclusive, worldwide royalty-free basis in connection with the use and distribution of the Services. The Licensed Programming is the sole and exclusive property of Company. Company exclusively will own all right, title and interest in and to all Licensed Programming, NFL Marks (defined below), and all other materials provided by (or on behalf of) Company to NeuLion hereunder (collectively, the "Company Content"), including, without limitation, all intellectual property and proprietary rights embodied therein, all protectable information and materials in any data, video or audio feeds, the names of the Subscription Services, the content, design and URL of the splash/demo page, and all other content with respect thereto, and nothing in this Agreement confers and rights therein or thereto to NeuLion. The content derived from NeuLion's services hereunder (collectively, the "Work") shall be deemed to be "works made for hire" for Company under the federal copyright laws, with Company as the author and exclusive owner thereof, or in the event the Work does not qualify as a "work-made-for-hire" for Company, NeuLion hereby irrevocably and exclusively assigns and transfers to Company all right, title and interest in and to the Work including, without limitation, all copyrights therein throughout the world in perpetuity in any and all media, now known or hereafter devised. NeuLion agrees to give Company reasonable assistance to perfect such assignment of such rights, title and interest. Each party (the "First Party") acknowledges that the tradenames and trademarks of the other party (the "Other Party") and any other names or marks associated with the Other Party are the exclusive property of the Other Party and/or one or more entities affiliated with such Other Party and that the First Party has not and will not acquire any proprietary rights therein by reason of this Agreement. As clarification, neither party shall use any such names or marks of the Other Party without the prior written consent of the Other Party. For the avoidance of doubt, except to the extent necessary to perform the Services, NeuLion shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFL in each instance (such consent to be granted or withheld in NFL's sole discretion). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. NeuLion acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to the National Football League and the Member Clubs. NeuLion agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, NeuLion recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. NeuLion recognizes that the great value and goodwill associated with the NFL Marks belongs to the National Football League and the Member Clubs and that the NFL Marks have secondary meaning. NeuLion shall have no right to issue any press release regarding this Agreement without the prior written consent of Company.

**10. Data Processing**

a) NeuLion warrants and represents that:

- i. NeuLion shall process information relating to an identified or identifiable living person or persons who can be identified from those data, either independently, or with other information which is in the possession of, or is likely to come into the possession of NeuLion ("Personal Data") in accordance with any relevant data



protection or privacy laws and laws protecting the confidentiality of communications to which the Company is subject from time to time ("Applicable Law") and as specifically directed and authorized by the Company and NeuLion shall adhere to any and all requests made by the Company to amend, transfer or delete all or any part of any Personal Data processed by NeuLion;

- ii. NeuLion shall adopt and maintain technical and organizational measures to protect all Personal Data against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of processing;
  - iii. NeuLion shall notify the Company as soon as reasonably practicable (and in any event within three business days) of any actual or threatened security breach (as defined under any Applicable Law) or of any other accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and all other unauthorized or unlawful forms of processing and NeuLion shall, at its sole cost and expense, take all appropriate actions to contain, investigate and mitigate the effects of any such incidents;
  - iv. NeuLion shall retain Personal Data only for as long as necessary to perform the Services, or as required by Applicable Law. Upon expiration or termination of this Agreement, or at any time at the Company's direction, NeuLion shall immediately return or, at the Company's sole election, safely destroy all Personal Data and all copies thereof in its possession or under its control and send the Company written certification acknowledging the return, or destruction, of the Personal Data; and
  - v. NeuLion shall provide prompt notification to the Company of any complaint, notice or communication received from any individual relating to such individual's right under Applicable Law to access, modify or correct any Personal Data relating to that individual and NeuLion shall comply with all the Company's directions in responding to any such complaints, notices or communications.
- b) NeuLion shall not disclose any Personal Data to any third parties whatsoever, unless such disclosure is:
- i. limited to the relevant and minimum amount necessary to perform the Services and subject to the Company's prior written approval, provided that such disclosure shall be made pursuant to the terms of a written agreement between NeuLion and the applicable third party recipient, such written agreement to incorporate terms that are equivalent to those contained in this section 10; or
  - ii. required by Applicable Law, in which case NeuLion shall promptly provide written notification to the Company of such obligation to disclose ahead of complying with any such request.
- c) NeuLion acknowledges and agrees that the Company may, upon providing reasonable notice, inspect NeuLion's processing of Personal Data that NeuLion will provide all resources and materials necessary for the Company to conduct such inspection and that NeuLion shall respond promptly to all the Company's inquiries regarding NeuLion's processing of Personal Data.

## **11. Representations and Warranties**

Each party represents and warrants that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) the Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms. NeuLion further represents and warrants that: (a) the Services (including, without limitation, the NeuLion IP and the Work), when used as contemplated, do not and will not violate or infringe any right of any person or entity and do not and will not require Company to pay any additional fees or secure any additional licenses to use the Services; (b) NeuLion will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with the applicable Attachment and all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations hereunder; and (c) NeuLion has not taken and will not take any action that interferes in any manner with Company's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement. Company further represents and warrants that it (and/or its "Affiliates" (which shall mean the National Football League, NFL Ventures, Inc. and NFL Ventures, L.P. and its subsidiaries or any entity owned, at least in part, by all 32 of the Member Clubs or their controlling owners)) owns the copyright in and to the Licensed Programming and that the NFL Marks do not infringe the rights of any third party.

## **12. Limited Service Warranty**

NeuLion warrants that the Services will operate in accordance with the applicable Attachment pursuant thereto (all of which are hereby incorporated by reference in to this Agreement). If it is determined that the Service does not operate according to such specifications, NeuLion's shall use its best efforts to cure promptly the defect. EXCEPT AS OTHERWISE SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PARTY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR USE OF THE NFL MARKS IN



VIOLATION OF THIS AGREEMENT OR PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

**13. Indemnification; Defense; Cooperation**

- a) Each party (the "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, judgments, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with (i) any breach, or in the case of a third party claim, alleged breach, of any representation, warranty, covenant or agreement of such Indemnifying Party (ii) any material breach, or in the case of a third party claim, alleged material breach, of any other of the terms hereof.
- b) The Indemnifying Party shall, upon the other party's demand, promptly and diligently defend, at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided that the Indemnifying Party may not enter into any settlement pursuant to its indemnification obligation without the prior written consent of the Indemnified Party (which consent may be given or withheld in the Indemnified Party's reasonable discretion). In the case of Company as the Indemnified Party, NeuLion's foregoing obligations to indemnify, defend and hold harmless set forth in this Section 9 shall extend to the National Football League and its Member Clubs, NFL Ventures, L.P. and its subsidiaries and NFL Ventures, Inc., and each of their affiliates, officers, directors, shareholders, agents, representatives and employees.
- c) At the Indemnifying Party's expense, the Indemnified Party shall provide reasonable cooperation in connection with the investigation, defense or prosecution of any action, suit or proceeding subject to indemnification hereunder.
- d) The provisions of this Section shall survive the expiration or termination of this Agreement.

**14. Assignment; Amendment; Waiver; Subcontracting**

NeuLion may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of Company (such consent to be granted or withheld in Company's sole discretion). Company may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of NeuLion, to a Company Affiliate. This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**15. Termination**

This Agreement, including all Attachments, or any individual Attachment(s) hereunder, may be terminated (i) in the event of a material breach of this Agreement that has gone uncured for a period thirty (30) days after written notice of such breach has been given, (ii) immediately upon the insolvency of or the filing of a petition of bankruptcy by a party, (iii) upon mutual written Agreement of the parties, (iv) if, during the Term, any applicable law or regulation subjects a Subscription Service to a regulation that would materially frustrate the purpose of this Agreement, Company will have the right to terminate this Agreement on thirty (30) days' written notice to the other party, (v) in accordance with any other provisions of this Agreement expressly addressing termination. In addition, Company may terminate immediately if it receives notice of any claim or allegation (including a demand for license) that the technology used in the streaming media platform, the territorial restriction technology or any other technology that NeuLion implements as part of a Subscription Service, excluding the Company Content, has infringed the intellectual property of any third party.

Also, in the event that Company, acting in good faith, determines in its sole discretion (regardless of whether or not NeuLion has breached any of its obligations hereunder), that:

- (i) a Subscription Service is not or cannot be geographically restricted sufficient to protect the Company's other game telecast licensees (including the prevention of "signal jumping" of Internet feeds from a target country back to a country not in the territory in which a Subscription Service may be distributed hereunder ("Territory", as further defined with respect to each Subscription Service in the applicable Attachment);

(ii) certain Licensed Programming is not or cannot be adequately protected from capture, duplication, retransmission or other piracy;

(iii) consumers are receiving or will receive access to a Subscription Service without paying the subscription price;

(iv) the continued operation of a Subscription Service would expose the Company to any legal or regulatory liability as the result of any law, regulation, order, decree or other proceeding as the result of local Territory laws, regulations, etc.; or

(v) the continued operation of a Subscription Service is not protecting or cannot protect the security of the Licensed Programming.

Company will have the right to require NeuLion to suspend immediately any or all of the Subscription Services (temporarily or permanently) in its entirety or with respect to any given consumer, set of consumers, country or other territory where such violation occurs. In the event of any such suspension or termination hereunder with respect to a particular Subscriber, group of Subscribers, territory, country or the Agreement as a whole, the parties (in proportion to their respective interests in the Net Revenues will provide for partial or total refunds (as determined by Company) to affected Subscribers who have not violated the terms of their subscription agreements, provided that neither Company nor NeuLion shall be liable for such refunds in amounts in excess of the Net Revenues earned by such party. NeuLion will draft (as directed by Company subject to Company approval) appropriate terms of use for each Subscription Service in accordance with the terms of this Agreement and require all Subscribers to affirmatively accept such terms of use, which shall expressly confirm that refunds shall not be available for Subscribers who violate such terms of use (including without limitations terms applicable to the Territory and prohibitions on download or other capture of Licensed Programming).

#### **16. Confidentiality**

"Confidential Information" shall include: (i) the terms and conditions of this Agreement, (ii) all non-public, proprietary information relating to the customers of either party, including customer lists, (iii) all non-public information obtained by NeuLion regarding Company and its businesses, and (iv) all information one party provides to the other which is clearly identified in writing as confidential or proprietary. Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) made available for third parties to use, or (b) used for any purpose other than performing the duties to be performed hereunder. Each party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all of the terms of this Section and shall be responsible for ensuring compliance with same. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no negligent or wrongful act of the receiving party; (ii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iii) it is independently developed by the receiving party; (iv) it is disclosed pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's direction, either return or destroy all of the disclosing party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

NeuLion acknowledges that, as between the parties, Company shall own any information, including, without limitation, any customer list, information (e.g., name, address, email address) or database created or developed in connection with the Services (the "Data"). NeuLion shall have no rights in or to the data in the Data. NeuLion represents and warrants that: (i) it will not use or disclose such Data for any purpose without the written permission of Company, except as necessary to effectuate this Agreement; (ii) it will treat the Data as Confidential Information; (iii) it will not transmit or maintain the Data outside of the United States or Canada; and (iv) following transfer by NeuLion of the Data as directed by Company (to Company and/or a third party designated by Company), NeuLion will delete such Data from any storage device on which the information is maintained upon the termination or expiration of this Agreement. NeuLion further represents and warrants that, with respect to the Data, NeuLion shall faithfully comply with and adhere to: (a) all of the terms of the NFL.com Privacy Policy, as in effect at the time the Data is collected, and (b) all applicable laws, government rules and regulations, court and administrative decrees, and the highest standard of business ethics then prevailing in the industry with regard to the collection and use of data.

#### **17. Insurance**

During the Term, NeuLion shall obtain and maintain the following insurance coverages, evidence (satisfactory to Company) of which must be provided to NFL (Attn: Bradley Firestone) within thirty (30) days after execution of this Agreement by both parties.

a) Commercial General Liability ("CGL") insurance in accordance with the following:

- i. Coverage: CGL insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), and including coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury.
  - ii. Coverage Limits: CGL coverage limits must be no less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
  - iii. Defense: Coverages must include a duty to defend.
  - iv. Additional Insureds: Coverages must name each of the NFL Indemnified Parties as additional insureds and must be primary for the additional insureds with no right of subrogation against any additional insureds.
  - v. Insurer: Insurers must be licensed in all jurisdictions in which the Services are to be rendered.
- b) Workers' Compensation and Employer's Liability insurance:
- i. Limits:
    - 1. Workers' Compensation – statutory limits
    - 2. Employer's Liability – not less than one million dollars (\$1,000,000).
  - ii. Cancellation Provision: Coverages must be endorsed to provide Company with thirty (30) days' written notice of cancellation, material change or non-renewal

18. Audit

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19. No Third Party Beneficiaries

Except for Company's Affiliates, this Agreement is entered solely by and between the Parties and shall not be deemed to create any rights in or obligations to any third parties.

20. Force Majeure

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21. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in a State or Federal Court in New York, New York and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

22. Notices

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Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) deemed given or made on the date three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, if addressed to the President or Chief Executive Officer of the party at the address specified above for the party, or in each case to such other persons or addresses as shall be designated by written notice, provided that the initial address for notice to Company shall be:

NFL Enterprises LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Vice President, Media Strategy  
with a copy to: Alexander Steinberg, Associate Counsel

### 23. Severability

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable (collectively, "Invalid"), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event a material term is so held Invalid, Company shall have the right to terminate this Agreement upon written notice to NeuLion.

### 24. Survival

All provisions of this Agreement that should be reasonably expected to survive expiration or termination, including, without limitation, Sections 8 (Deliverables and Intellectual Property Rights), 11 (Indemnification), 14 (Confidentiality), 19 (Consent to Jurisdiction and Venue; Governing Law) and 20 (Notice) shall so survive any expiration or termination of this Agreement.

### 25. Entire Agreement; Execution in Counterparts

This Agreement (including, without limitation, the Attachments hereto) represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By: \_\_\_\_\_

(Authorized Signature)

Roy E Reichbach

Type or Print Name of Person Signing

President & CEO

Title

5/16/18

Date

NFL Enterprises LLC

By: \_\_\_\_\_

(Authorized Signature)

David J. Iwanke

Type or Print Name of Person Signing

SVP, Digital

Title

5/18/18

Date

Approved by Finance

RZ

RR

**ATTACHMENT A  
GAME PASS INTERNATIONAL REST OF WORLD SUBSCRIPTION SERVICE  
STATEMENT OF WORK**

This Attachment A is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated April 1, 2018. Capitalized terms used in this Attachment but not defined in this Attachment A shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment A, this Attachment A shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Game Pass International Rest of World Subscription Service. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network, NFL RedZone and NFL RedZone En Espanol programming), as determined by Company in its sole discretion ("Game Pass International Rest of World Licensed Programming", which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Game Pass International Rest of World Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein (the "Game Pass International Rest of World Subscription Service", which shall be deemed the ROW Subscription Service for purposes of the Agreement). The Game Pass International Rest of World Licensed Programming as provided by Company pursuant to this Attachment A will not include any pre-game, post-game or half-time shows associated with NFL preseason, regular-season and playoff games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Game Pass International Rest of World Subscription Service. NeuLion will be responsible for development, management and operation of the Game Pass International Rest of World Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass International Rest of World Subscription Service. The Game Pass International Rest of World Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment A:

1. **Payment Gateway Integration** – NeuLion credit card authorization and billing services.
2. **Open Integration with Product Catalog** - functionality which includes multiple content package and price point variations, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card** and Coupon code support (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Game Pass International Rest of World Subscription Service will consist of the countries listed in Attachment C, attached hereto and incorporated by this reference (the "Game Pass International Rest of World Territory"). Attachment C may be revised by NFL in its sole discretion, which changes will be promptly implemented by NeuLion. NeuLion will comply in full with Game Pass International Rest of World Territory restrictions (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with Game Pass International Rest of World Territory restrictions will give rise to NFL's termination rights as set forth in Section 15 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Game Pass International Rest of World Subscription Service, and (ii) provide solely a live (or archived) video stream of the Game Pass International Rest of World Licensed Programming from and on NeuLion's own servers, and not permit ROW Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass International Rest of World Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass International Rest of World Licensed

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Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass International Rest of World Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 15 of the Agreement.

Additionally, verification of a ROW Subscriber's country of residence will be based on, at a minimum, an IP address from a country within the Game Pass International Rest of World Territory. ROW Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Game Pass International Rest of World Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no ROW Subscriber can access the Game Pass International Rest of World Subscription Service from a country not included in the Game Pass International Rest of World Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on”.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database.
9. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Game Pass International Rest of World Subscription Service to prospective subscribers) and the media player to present the Game Pass International Rest of World Subscription Service; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Game Pass International Rest of World Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Game Pass International Rest of World Licensed Programming.
12. **Look & Feel** – The Game Pass International Rest of World Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each international distribution partner as directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Game Pass International Rest of World Licensed Programming available through a custom skinned, broadband quality web page.



13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** –allow for customized product pricing by partner and by territory if requested by NFL.
15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication – Geo-filtering will be implemented as set forth above.**
  - A) Game Access Privileges – based on package purchased
  - B) In the event of any issue with the Game Pass International Rest of World Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass International Rest of World Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content
19. **Platform and browser compatibility** – Chrome, IE (Edge browser only on Windows 10 and above), Safari, and Firefox on Windows and Mac, iOS and Android smartphones and tablet. Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2017 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) Game Tracker & Stats Integration - provide the top level game information, including, without limitation, the following elements that will all update in real time:
    - a. Game status (game time, quarter) and score
    - b. Field Position (down, distance, ball location, possession)
    - c. Drive Chart - display a graphical representation of game action
21. **Video on Demand** – provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
  - A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video.
23. **Content Storage** for archived game content (including radio broadcast games) as determined by NFL.
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance.
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Pass + Audio Pass bundle package for \$XX.XX / month).
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth by NFL.
27. **Link to Download** - Ability for ROW Subscribers to link to NFL content download partners.

28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
29. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states.
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Radio Feeds** – ROW Subscription Service support of radio game broadcast audio:
  - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
  - B) Provide audio only streaming of radio broadcasts of non-live games
33. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.
34. **Localized Currency** - Provide ability for users to pay in local currency, in addition to US Dollars. Currencies offered at the discretion of Company and provided that the third party payment processor supports that currency.
35. **Translations Support** – Ability for users to view Game Pass International ecommerce pages and product applications (media players) in different languages. NeuLion shall provide formatted text copy files in English which then Company is responsible for providing translated versions. Languages offered at the discretion of Company.
36. **Fantasy Integration** – Ability for ROW Subscribers to access their NFL.com Fantasy information within the Game Pass International application experience, such as match-ups, scores, standings, individual player scores.
37. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com.
38. **Additional 2018 Season Services** - NeuLion will provide the additional services related to the ROW Subscription Service described on Exhibit 1 to this Attachment A, which services will be delivered by NeuLion or submitted to the applicable app store on or prior to date in the "Agreed Timing" column on Exhibit 1 thereto.

## II. ADDITIONAL SERVICES AND TERMS AND CONDITIONS:

1. Game Pass International Rest of World Licensed Programming will be made available by NeuLion to ROW Subscribers on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Game Pass Licensed Programming will be available in the Game Pass International Rest of World Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to ROW Subscribers as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to ROW Subscribers in a specific country will be made available to ROW Subscribers for on-demand access as directed by NFL.
2. NeuLion acknowledges that the NFL has entered into an agreement with Perform that grants Perform the right to determine the pricing for subscriptions to the ROW Subscription Service in their sole discretion, provided however that the NFL agrees to notify NeuLion regarding any such pricing decisions.
3. Perform, in consultation with the NFL, will market and promote the ROW Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet to (which excludes, for purposes of

clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Game Pass International Rest of World Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length audio/video feeds of NFL regular-season and playoff games (i) in any language other than English in the Game Pass International Rest of World Territory, (ii) outside the Game Pass International Rest of World Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view bases, by subscription or otherwise. In the event that NFL elects to offer the ROW Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).

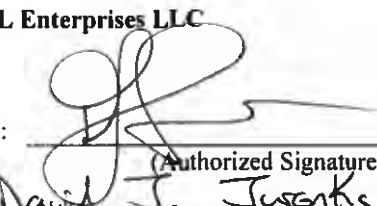
5. Perform will determine the pricing for subscriptions to the ROW Subscription Service in its sole discretion (and the NFL will notify NeuLion regarding such pricing), provided that with respect to any week during the twenty-seven (27) week period commencing on August 1, 2018 and concluding on February 3, 2019 (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the ROW Subscription Service, NeuLion's share of ROW Subscription Service Net Revenues (pursuant to Section 3(b) of the Agreement) attributable to the ROW Subscription Service during such week shall equal not less than sixty cents (\$ .60) multiplied by the number of ROW Subscribers who logged into the ROW Subscription Service during such week (the "ROW Guarantee"). In the event of a shortfall below the ROW Guarantee, NeuLion shall (i) notify NFL and Perform within ten (10) days following the Wednesday of the week in which such shortfall occurs) and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of Perform's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the ROW Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By:   
 (Authorized Signature)  
 Roy E. Reichbach  
 Type or Print Name of Person Signing  
 President + CEO  
 Title  
 5/16/18  
 Date

NFL Enterprises LLC

By:   
 (Authorized Signature)  
 David J. Jurek  
 Type or Print Name of Person Signing  
 SVP, Digital  
 Title  
 5/18/18  
 Date

Approved by Finance

BZ

APPROVED  
 NFL LEGAL & BUSINESS AFFAIRS

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EXHIBIT 1ADDITIONAL SERVICES – ROW SUBSCRIPTION SERVICE

Task #	Task	Agreed Timeline	Comments
1	Redesigned landing pages	June 30, 2018 (live to users by no later than 2 days prior to Draft)	
2	New payment options: Boleto & Oxxo	July 1, 2018	
3	2018 SKUs	July 1, 2018 for VOD and FYT and September 25, 2018 for Weekly	
4	Samsung Smart TV new platform – sign-in only	June 1, 2018 (submission date)  Live to user on or prior to August 9, 2018	
5	Additional AB testing parameters on landing pages	June 30, 2018 (live under the hood)	
6	Add sign-up and IAP to existing Android TV, Apple TV and Amazon Fire TV	July 31, 2018 (live to user)	
7	Data improvements re: Email comms	June 24, 2018 (any changes needed NeuLion-side for full 2018 season)	
8	Telstra integration	August 1, 2018	Subject to mutually agreed to dates & deliverables
9	New payment option: PayPal	August 1, 2018	
10	New payment options: Western Union, Bpay, Konbini	December 15, 2018	

11	Playback improvements, primarily latency	During 2018 NFL season (Week 1 through Super Bowl)	
12	Gamification elements	During 2018 NFL season (Week 1 through Super Bowl)	Subject to mutual agreement on reasonable scope & commercial terms
13	LG Smart TV new platform-sign-in only	July 1, 2018 (submission date)  Live to user on or prior to August 9, 2018	
14	Xbox One new platform-sign-in only	July 24, 2018 (submission date)  Live to user on or prior to August 9, 2018	
15	PS4 new platform-sign-in only	July 24, 2018 (submission date)  Live to user on or prior to August 9, 2018; provided, that if certification for the PS4 app is not completed by August 9, 2018, then such PS4 app shall go live to user on or before September 6, 2018	

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**ATTACHMENT B**  
**GAME PASS DOMESTIC SUBSCRIPTION SERVICE**  
**STATEMENT OF WORK**

This Attachment B is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated April 1, 2018. Capitalized terms used in this Attachment but not defined in this Attachment B shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment B, this Attachment B shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform applicable to the Game Pass Domestic Subscription Service (as defined below), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related content. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network programming) as determined by Company in its sole discretion ("Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on a live and on-demand video archive basis (subject to the restrictions as set forth herein) to broadband users solely in the Game Pass Domestic Territory (as defined below) on a purchased subscription basis via the NeuLion-developed web media player as more fully described herein (the "Game Pass Domestic Web Subscription Service", which shall be deemed the Domestic Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Game Pass Domestic Web Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass Domestic Web Subscription Service. The Game Pass Domestic Web Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment B.

1. **Payment Gateway Integration** – NeuLion credit card authorization and billing services.
2. **Territory Restrictions and Geo-Filtering** – The Territory of the Domestic Subscription Service will be limited to the United States, and its territories, possessions and commonwealths (the "Game Pass Domestic Territory"). The Game Pass Domestic Web Subscription Service will comply in full with Game Pass Domestic Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by the NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement.  
 NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely a live and archived video stream of the Game Pass Domestic Licensed Programming from and on NeuLion's own servers, and not permit Domestic Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass Domestic Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass Domestic Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass Domestic Licensed Programming from the Service. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement. Additionally, the Game Pass Domestic Web Subscription Service verification of a Domestic Subscriber's country of residence will be based on, at a minimum, an IP address from a location within the Game Pass Domestic Territory. Domestic Subscribers will not be permitted to sign-up from an IP address registered in a location not included in the Game Pass Domestic Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Domestic Subscriber can access the Game Pass Domestic Web Subscription Service from a location not included in the Game Pass Domestic Territory.
3. **Purchase Support** – The Game Pass Domestic Web Subscription Service will direct Domestic Subscription Service Subscriber purchase requests (based on IP) to the NFL hosted Game Pass Domestic purchase pages(s).
4. **NFL SSO** – integration with NFL.com SSO to ensure that user requesting the Game Pass Domestic Web Subscription Service is allowed and authorized to watch content.

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5. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool (Adobe Omniture). The Game Pass Domestic Web Subscription Service collects detailed browsing and streaming information for usage and marketing analysis.
6. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
7. **Event Production:** NeuLion will be responsible for all necessary "back end services" (including, without limitation, signal acquisition, encoding, content storage and serving, and a separate Domestic Subscription Service application server pool) for the Game Pass Domestic Licensed Programming. Additionally, NeuLion will be responsible for audio/video editing to ensure that the archive Game Pass Domestic Licensed Programming made available to Game Pass Domestic Subscribers will not include any pre-game, post-game or half-time shows associated with NFL games; commercial breaks; musical elements associated with a network's cutting to or from commercial breaks; or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Domestic Subscription Services.
8. **Look & Feel** – The Game Pass Domestic Web Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as directed by Company.
  - A) User Interface – using a secure URL structure, make Game Pass Domestic Licensed Programming available through a custom skinned, broadband quality web page.
9. **Video Quality** – the highest attainable quality, based upon the Game Pass Domestic Subscriber's connection speed.
10. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
11. **User Access Authentication** – The Game Pass Domestic Web Subscription Service will implement geo-filtering as set forth above.
  - A) Game Access Privileges – based on NFL SSO entitlement and the restrictions set forth herein.
  - B) In the event of any issue with the Domestic Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass Domestic Web Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
12. **Game Navigation** – The Game Pass Domestic Web Subscription Service will provide the ability to navigate between multiple live and archived games and other content.
13. **Platform and browser compatibility** – The Game Pass Domestic Web Subscription Service will support Chrome, IE (Edge browser only on Windows 10 and above), Safari, and Firefox on Windows and Mac.
14. **Multiple Game Feeds (e.g. Quad View)** – The Game Pass Domestic Web Subscription Service will offer the consumer the ability to watch up to 4 games simultaneously (regardless of live or on-demand).

- A) Game Tracker & Stats Integration - The Game Pass Domestic Web Subscription Service will provide the top level game information, including, without limitation, the following elements that will all update in real time:
  - B) Game status (game time, quarter) and score
15. **Content Storage** for archived game content (including radio broadcasts of games) as determined by NFL
  16. **DVR Functionality** – The Game Pass Domestic Web Subscription Service will provide the ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
  17. **Synchronized Stats** - The Game Pass Domestic Web Subscription Service will ensure that game stats are synchronized to video payout in both the live and archive game states.
  18. **Audio/Video Timeline, Game Navigation and Chapter Marking** - The Game Pass Domestic Web Subscription Service will mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
  19. **Video on Demand** – The Game Pass Domestic Web Subscription Service will provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film.
  20. **NFL.com Integration** – Provide video players, in order for Company to integrate throughout NFL.com.
  21. **Radio Feeds** - The Game Pass Domestic Web Subscription Service support of radio game broadcast audio:
    - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
    - B) Provide option for audio only streaming of radio broadcasts of live games that are blacked out
    - C) Provide audio only streaming of radio broadcasts of non-live games
  22. **Domestic Subscription Service Support for NFL Developed Apps** – NeuLion will provide APIs (and associated documentation) for NFL to request secured streaming playback URLs, via authenticated security tokens, for use by NFL developed applications to play Game Pass Domestic Licensed Programming.

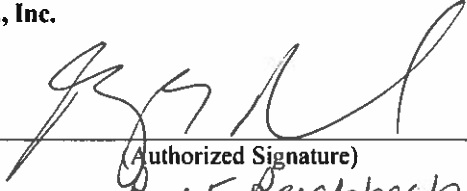
## II. ADDITIONAL GAME PASS DOMESTIC SERVICES AND TERMS AND CONDITIONS:

1. Game Pass Domestic Licensed Programming will be made available by the Game Pass Domestic Web Subscription Service to Domestic Subscribers on a live and on-demand basis in accordance with the terms hereof. All games included in the Game Pass Domestic Licensed Programming will be available in the Game Pass Domestic Territory in the on-demand archive. On-demand content will be available to Domestic Subscribers as directed by Company (e.g., the Game Pass Domestic Web Subscription Service will block Domestic Subscribers from accessing on-demand viewing of Game Pass Domestic Licensed Programming during certain time periods as directed by Company in its sole discretion). Game Pass Domestic Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements or NFL broadcast policies as determined by Company in its sole discretion.
2. Company will determine the pricing for subscriptions to the Game Pass Domestic Service in its sole discretion.
3. Company will market and promote the Game Pass Domestic Service in its sole discretion.


22

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By:   
(Authorized Signature)  
Roy E. Reichbach  
Type or Print Name of Person Signing  
President & CEO  
Title  
5/16/18  
Date

NFL Enterprises LLC

By:   
(Authorized Signature)  
David S. Juente  
Type or Print Name of Person Signing  
SVP, Digital  
Title  
5/18/18  
Date

Approved by Finar:

RZ

APPROVED  
NFL LEGAL & BUSINESS AFFAIRS

AZS

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**ATTACHMENT C**  
**GAME PASS INTERNATIONAL REST OF WORLD TERRITORY**

Afghanistan	Ecuador	Mali	Somalia
Algeria	Egypt	Marshall Islands	South Africa
Angola	El Salvador	Martinique	South Georgia and the South Sandwich Islands
Anguilla	Equatorial Guinea	Mauritania	South Korea
Argentina	Eritrea	Mauritius	
Aruba	Ethiopia	Mayotte	Sri Lanka
Australia	Falkland Islands (Malvinas)	Mexico	St. Barthelemy
Bahrain	Fiji	Micronesia	St. Christopher & Nevis
Bangladesh	French Guyana	Mongolia	St. Helena
Barbados	French Polynesia	Montserrat	St. Kitts and Nevis
Barbuda	Gabon	Morocco	St. Lucia
Belize	Gambia	Mozambique	St. Martin
Benin	Gaza Strip		St. Pierre and Miquelon
Bhutan	Ghana	Namibia	St. Vincent & the Grenadines
Bolivia	Greenland	Nepal	
Botswana	Grenada	Netherlands Antilles	Suriname
Bouvet Island	Guadeloupe	New Caledonia	Swaziland
Brazil	Guatemala	New Zealand	
British Indian Ocean Territory	Guinea	Nicaragua	Taiwan
British V.I.	Guyana	Niger	Tanzania
Brunel	Haiti	Nigeria	Thailand
Burkina Faso	Honduras	Niue	Timor-Leste
Burundi	Hong Kong	Oman	Togo
Cambodia	Indonesia	Pakistan	Tokelau
Cameroon	Iraq	Palau	Tonga
Cape Verde	Israel	Palestine	Trinidad & Tobago
Caymans	Jamaica	Panama	Tunisia
Central African Republic	Japan	Papua New Guinea	Turkey
Chad	Jordan	Paraguay	Turks and Caicos
Chile	Kenya	Peru	Uganda
Christmas Island	Kiribati	Philippines	United Arab Emirates
Colombia	Kuwait	Pitcairn	Uruguay
Comoros	Lao PDR	Qatar	Vanuatu
Congo (Brazzaville)	Laos	Reunion	Venezuela
Cook Islands	Lebanon	Rwanda	Vietnam
Costa Rica	Lesotho	Saint-Martin	West Bank
Côte d'Ivoire	Liberia	Sao Tome and Principe	Western Sahara
	Libya	Saudi Arabia	Yemen
Curacao	Macao	Senegal	Zambia
Democratic Republic of the Congo	Madagascar	Seychelles	Zimbabwe
Djibouti	Malawi	Sierra Leone	

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Dominica  
Dominican Republic

Malaysia  
Maldives

Singapore  
Solomon Islands

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NeuLion Service Order Form and Terms of Service  
 NeuLion, Inc., 1600 Old Country Road, Suite 101, Plainview NY 11803 TEL: (516) 622-8300 FAX: (516) 293-0220

Effective Date July 1, 2015

Company Name  
 ("Company"): NFL Enterprises LLC ("NFL" or "Company")

Company  
 Address: 345 Park Ave., New York, NY 10154

Company Contact  
 Name: Mr. Taylor Carlton Phone: (212) 450-2187

Company Contact  
 Title: Manager, Digital Media Email: taylor.carlton@nfl.com

**1. Term**

The Term of this Agreement shall commence on the Effective Date and continue until March 31, 2016, unless terminated earlier in accordance with the terms hereof and except as otherwise set forth below, provided that Company shall have the right, in its sole discretion and upon written notice to NeuLion on or before March 15, 2016, to extend the end date of the Term to March 31, 2017. In the event this Agreement is not renewed by March 31, 2016 (or March 31, 2017, if applicable), there will be, at Company's option, a four (4) month transition period through July 31 of that year ("Extension Period"), in which NeuLion shall, subject to the terms and conditions of this Agreement, provide the Extended User Services Support and be paid only the fees as set forth in Section 2(e) below.

**2. Services**

- a) The services to be provided by NeuLion under this Agreement are set forth below and in the Attachments, including, without limitation, the setup and back office operation of the services identified in the Attachments and all materials of any kind delivered to Company in connection with such services (each, a "Service" and collectively, the "Services"). The Attachments set forth the Services to be performed by NeuLion in connection with, as applicable, the "International Subscription Service" (Attachment A) and the Domestic Subscription Service (Attachment B) (each, a "Subscription Service" and together, the "Subscription Services"). NeuLion shall support the Subscription Services with at least the same level of resources as utilized during the 2014 NFL season. Without limiting the foregoing, NeuLion will designate a dedicated account manager for Company throughout the Term. NeuLion will implement sponsor integrations as directed by Company (e.g., branded player, insertion of sponsor ad units during commercial breaks).
  - i. As requested by Company, NeuLion will provide free access to a limited amount of content within the International Subscription Services for marketing and promotional purposes (and/or an unlimited amount with respect to the Domestic Subscription Service). Additionally, Company may designate certain countries in which the International Subscription Service (or a part thereof) may be made available to users on a free basis, provided that the parties mutually agree upon reimbursement by Company to NeuLion of streaming costs associated therewith.
- b) The Services to be provided by Company under this Agreement shall consist of making the Licensed Programming (as defined in Attachments) available (at Company's expense) to NeuLion for use in the applicable Subscription Service, unless otherwise set forth in this Agreement.
- c) Any and all Subscription Services hereunder will be "white label" services, which will be exclusively branded by NFL without any attribution to NeuLion except to the extent pre-approved in writing by Company (such consent to be granted or withheld in Company's sole discretion).
- d) The Services to be performed by NeuLion pursuant to this Agreement shall also include the following services:



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- i. **Additional Services Related to Subscription Services with Additional Fee.** In consideration for the annual additional fee set forth in Section 3(e), NeuLion will provide the following additional services related to the Subscription Services:
1. Backup/Failover Architecture & Disaster Recovery center. NeuLion will provide enhanced backup/failover architecture in a form mutually agreed by the parties, which will be at least as robust as the system implemented for the 2014 NFL season that will include a total redundant path (for all signal acquisition, encoding/transcoding, and other technical services), and separate operational facility for such support (IE: Disaster Recovery center). Such architecture & disaster recovery center will support all Services.
  2. RedZone fiber backup to serve as a secondary feed for NFL RedZone
  3. Pre-season streaming: Vyx signal acquisition for preseason games not normally captured through regular signal acquisition.
  4. Radio Station Audio Service. NeuLion will provide home, away and national radio signal acquisition (English and Spanish), encoding and subsequent audio stream delivery (in a manner that is at least at the same level as compared to 2014) in support of Subscription Services. Encoding of each radio feed will include NeuLion's adaptive streaming format, RTMP and Apple HTTP live streaming (HLS). Based on radio broadcaster requirements, advertisements blocking/substitution with NFL supplied audio tracks will also be provided for specified radio stations.
- ii. **Ancillary Services Related to Subscription Services (No Additional Fees)**
1. End-to-End Video Service. NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode, as well as service for adaptive streaming of video content (including support for CDN caching, load balancing and real time QoS monitoring) and post processing of live game content for archive and VOD access.
  2. Additional editing / monitoring relating to features included across the Subscription Services, including coaches film, condensed games, etc.
  3. Other ancillary services related to the International Subscription Services that were provided during the 2014 NFL season.
  4. NeuLion will develop and support mobile applications (iOS, Android and Microsoft platforms for mobile phones and tablets) to make International Subscription Services available via such platforms and/or cooperate with Company and Company-designated third parties to facilitate the integration of International Subscription Services into mobile applications made available by Company and/or Company-designated third parties. The specific Android tablet devices that will be supported by NeuLion with respect to each NFL season during the Term will be mutually agreed upon by the parties by April 1 (or such other date as mutually agreed by the parties) prior to each such NFL season.
  5. NeuLion will develop and support applications to provide access to International Subscription Services via "connected" television and/or game consoles and/or cooperate with Company and Company-designated third parties to provide access to International Subscription Services through third party applications for these platforms.
- iii. **Additional Services Not Related to Subscription Services**
1. Third Party Audio Streaming. If requested by Company, the parties will work in good faith to mutually agree upon addition support from NeuLion, subject to mutually agreeable terms, in connection with third party audio streaming
  2. Canadian Local Broadcasts. As requested by Company, NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode of Canadian broadcaster telecasts for select live game. Canadian broadcasts will be provided as select in-market streams in Canada only.
  3. NeuLion will work with Company and Company-designated MVPDs (which may be added from time to time at the NFL's sole discretion) to provide authenticated subscribers to such MVPDs online access to NFL Network and NFL RedZone (and/or other networks as directed by Company) consistent with such Services performed by NeuLion in 2014.

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- e) Throughout any Extension Period, NeuLion will continue to support the Services described herein other than delivery of any live game content or any additional development work ("Extended User Services Support"). The Extended User Services Support shall be provided at a fee of \$30,000 per month.

**3. Revenue Share and Fees: Reports**

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**4. Payment Processing; Security**

If NeuLion requires access to Company's facilities, computer systems or networks in order to perform the Services, NeuLion will abide by Company's generally applied policies and protocols regarding security and access, it being understood that Company will provide prior notice (which may be provided by email) of such policies and protocols and the parties will cooperate in good faith as necessary to effectuate implementation. NeuLion shall be responsible for all payment processing in connection with the International Subscription Services, as may be further described in the Attachment A, including, without limitation, collection of applicable taxes (if any). NeuLion acknowledges and agrees to the following:

- a) NeuLion is responsible for securing all private information, including, but not limited to, credit card data (collectively "Private Information") in NeuLion's possession or as provided to NeuLion in connection with the Services;
- b) NeuLion shall adhere to all Payment Card Industry ("PCI") security requirements, and NeuLion will be listed as the merchant on Subscribers' credit card statements (i.e., the entry will be listed as "NeuLion, Inc./NFL Product");
- c) NeuLion shall only use the Private Information for assisting parties in completing a transaction, supporting a loyalty program, providing fraud control services or as specifically required by law;
- d) NeuLion agrees to offer full cooperation to a payment card industry representative or authorized third party during a security review after a security intrusion;
- e) Upon termination or expiration of the Agreement, NeuLion shall continue to treat the Private Information as Confidential Information (as defined below); and
- f) NeuLion shall provide NFL with a letter from an acquiring bank or credit card vendor indicating that NeuLion is following the PCI data security standards as set forth by the PCI Security Standards Council.



**EXECUTION COPY****5. Analytics**

NeuLion shall incorporate Company's tracking tags (e.g., Omniture) into the purchase path and product pages for each Subscription Service. A reasonable timeline for such code implementation will be mutually agreed upon by NeuLion and Company. NeuLion shall use best efforts promptly (taking into account high traffic volume days) to repair the tags in the event that the tags fail to function properly. Additionally, NeuLion shall use best efforts to place pixel codes on the registration page for each Subscription Service so that Company may track marketing campaign performance and conversion rates.

**6. Network Operations and System Monitoring**

NeuLion shall incorporate Company's AppDynamics monitoring infrastructure to provide Company server-level visibility into the NeuLion backend dedicated to the Company. NeuLion will deploy an AppDynamics agent on backend servers in PRD and STG environments to communicate traffic, errors and performance metrics to a SaaS AppDynamics controller. Company will provide to NeuLion at no cost (i) the required agent software, and (ii) access to the SaaS AppDynamics controller. The Company and NeuLion will each designate a technical lead to manage the AppDynamics monitoring.

**7. Independent Contractor**

NeuLion is an independent contractor of Company. Accordingly, no party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either party (i) be deemed an employee of the other party, (ii) commit the other party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other party or a Person with the authority to commit the other party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**8. Compliance with Law**

Both Company and NeuLion shall comply with any and all applicable Federal, State and local Laws in connection with their respective performance under this Agreement.

**9. Deliverables and Intellectual Property Rights**

The parties understand and agree that NeuLion shall utilize its (and/or its affiliates') pre-existing proprietary intellectual property ("NeuLion IP") in the development and delivery of the Services provided for herein. As between the parties hereto, NeuLion shall be the owner of the NeuLion IP, which Company shall be entitled to use on a non-exclusive, worldwide royalty-free basis in connection with the use and distribution of the Services. The Licensed Programming is the sole and exclusive property of Company. Company exclusively will own all right, title and interest in and to all Licensed Programming, NFL Marks (defined below), and all other materials provided by (or on behalf of) Company to NeuLion hereunder (collectively, the "Company Content"), including, without limitation, all intellectual property and proprietary rights embodied therein, all protectable information and materials in any data, video or audio feeds, the names of the Subscription Services, the content, design and URL of the splash/demo page, and all other content with respect thereto, and nothing in this Agreement confers and rights therein or thereto to NeuLion. The content derived from NeuLion's services hereunder (collectively, the "Work") shall be deemed to be "works made for hire" for Company under the federal copyright laws, with Company as the author and exclusive owner thereof, or in the event the Work does not qualify as a "work-made-for-hire" for Company, NeuLion hereby irrevocably and exclusively assigns and transfers to Company all right, title and interest in and to the Work including, without limitation, all copyrights therein throughout the world in perpetuity in any and all media, now known or hereafter devised. NeuLion agrees to give Company reasonable assistance to perfect such assignment of such rights, title and interest. Each party (the "First Party") acknowledges that the tradenames and trademarks of the other party (the "Other Party") and any other names or marks associated with the Other Party are the exclusive property of the Other Party and/or one or more entities affiliated with such Other Party and that the First Party has not and will not acquire any proprietary rights therein by reason of this Agreement. As clarification, neither party shall use any such names or marks of the Other Party without the prior written consent of the Other Party. For the avoidance of doubt, except to the extent necessary to perform the Services, NeuLion shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFL in each instance (such consent to be granted or withheld in NFL's sole discretion). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. NeuLion



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acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to the National Football League and the Member Clubs. NeuLion agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, NeuLion recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. NeuLion recognizes that the great value and goodwill associated with the NFL Marks belongs to the National Football League and the Member Clubs and that the NFL Marks have secondary meaning. NeuLion shall have no right to issue any press release regarding this Agreement without the prior written consent of Company.

**10. Representations and Warranties**

Each party represents and warrants that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) the Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms. NeuLion further represents and warrants that: (a) the Services (including, without limitation, the NeuLion IP and the Work), when used as contemplated, do not and will not violate or infringe any right of any person or entity and do not and will not require Company to pay any additional fees or secure any additional licenses to use the Services; (b) NeuLion will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with the applicable Attachment and all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations hereunder; and (c) NeuLion has not taken and will not take any action that interferes in any manner with Company's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement. Company further represents and warrants that it (and/or its "Affiliates" (which shall mean the National Football League, NFL Ventures, Inc. and NFL Ventures, L.P. and its subsidiaries or any entity owned, at least in part, by all 32 of the Member Clubs or their controlling owners)) owns the copyright in and to the Licensed Programming and that the NFL Marks do not infringe the rights of any third party.

**11. Limited Service Warranty**

NeuLion warrants that the Services will operate in accordance with the applicable Attachment pursuant thereto (all of which are hereby incorporated by reference in to this Agreement). If it is determined that the Service does not operate according to such specifications, NeuLion's shall use its best efforts to cure promptly the defect. EXCEPT AS OTHERWISE SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PARTY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR USE OF THE NFL MARKS IN VIOLATION OF THIS AGREEMENT OR PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

**12. Indemnification; Defense; Cooperation**

- a) Each party (the "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, judgments, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with (i) any breach, or in the case of a third party claim, alleged breach, of any representation, warranty, covenant or agreement of such Indemnifying Party (ii) any material breach, or in the case of a third party claim, alleged material breach, of any other of the terms hereof.
- b) The Indemnifying Party shall, upon the other party's demand, promptly and diligently defend, at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided that the Indemnifying Party may not enter into any settlement pursuant to its indemnification obligation without the prior written consent of the Indemnified Party (which consent may be given or withheld in the Indemnified Party's reasonable discretion). In the case of Company as the Indemnified Party, NeuLion's foregoing obligations to indemnify, defend and hold harmless set forth in this Section 9 shall extend to the National Football League and its Member Clubs, NFL Ventures, L.P. and its subsidiaries and NFL Ventures, Inc., and each of their affiliates, officers, directors, shareholders, agents, representatives and employees.

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- c) At the Indemnifying Party's expense, the Indemnified Party shall provide reasonable cooperation in connection with the investigation, defense or prosecution of any action, suit or proceeding subject to indemnification hereunder.
- d) The provisions of this Section shall survive the expiration or termination of this Agreement.

**13. Assignment; Amendment; Waiver; Subcontracting**

NeuLion may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of Company (such consent to be granted or withheld in Company's sole discretion). Company may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of NeuLion, to a Company Affiliate. This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**14. Termination**

**REDACT**

**15. Confidentiality**



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"Confidential Information" shall include: (i) the terms and conditions of this Agreement, (ii) all non-public, proprietary information relating to the customers of either party, including customer lists, (iii) all non-public information obtained by NeuLion regarding Company and its businesses, and (iv) all information one party provides to the other which is clearly identified in writing as confidential or proprietary. Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) made available for third parties to use, or (b) used for any purpose other than performing the duties to be performed hereunder. Each party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all of the terms of this Section and shall be responsible for ensuring compliance with same. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no negligent or wrongful act of the receiving party; (ii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iii) it is independently developed by the receiving party; (iv) it is disclosed pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's direction, either return or destroy all of the disclosing party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

NeuLion acknowledges that, as between the parties, Company shall own any information, including, without limitation, any customer list, information (e.g., name, address, email address) or database created or developed in connection with the Services (the "Data"). NeuLion shall have no rights in or to the data in the Data. NeuLion represents and warrants that: (i) it will not use or disclose such Data for any purpose without the written permission of Company, except as necessary to effectuate this Agreement; (ii) it will treat the Data as Confidential Information; (iii) it will not transmit or maintain the Data outside of the United States or Canada; and (iv) following transfer by NeuLion of the Data as directed by Company (to Company and/or a third party designated by Company), NeuLion will delete such Data from any storage device on which the information is maintained upon the termination or expiration of this Agreement. NeuLion further represents and warrants that, with respect to the Data, NeuLion shall faithfully comply with and adhere to: (a) all of the terms of the NFL.com Privacy Policy, as in effect at the time the Data is collected, and (b) all applicable laws, government rules and regulations, court and administrative decrees, and the highest standard of business ethics then prevailing in the industry with regard to the collection and use of data.

#### **16. Insurance**

During the Term, NeuLion shall obtain and maintain the following insurance coverages, evidence (satisfactory to Company) of which must be provided to NFL (Attn: Christina Conrad) within thirty (30) days after execution of this Agreement by both parties.

- a) Commercial General Liability ("CGL") insurance in accordance with the following:
  - i. **Coverage**: CGL insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), and including coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury.
  - ii. **Coverage Limits**: CGL coverage limits must be no less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
  - iii. **Defense**: Coverages must include a duty to defend.
  - iv. **Additional Insureds**: Coverages must name each of the NFL Indemnified Parties as additional insureds and must be primary for the additional insureds with no right of subrogation against any additional insureds.
  - v. **Insurer**: Insurers must be licensed in all jurisdictions in which the Services are to be rendered.
- b) Workers' Compensation and Employer's Liability insurance:
  - i. **Limits**:
    1. Workers' Compensation – statutory limits
    2. Employer's Liability – not less than one million dollars (\$1,000,000).

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- ii. **Cancellation Provision:** Coverages must be endorsed to provide Company with thirty (30) days' written notice of cancellation, material change or non-renewal

**17. Audit**

**REDACT**

**18. No Third Party Beneficiaries**

Except for Company's Affiliates, this Agreement is entered solely by and between the Parties and shall not be deemed to create any rights in or obligations to any third parties.

**19. Force Majeure**

**REDACT**

**20. Consent to Jurisdiction and Venue; Governing Law**

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in a State or Federal Court in New York, New York and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**21. Notices**

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) deemed given or made on the date three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, if addressed to the President or Chief Executive Officer of the party at the address specified above for the party, or in each case to such other persons or addresses as shall be designated by written notice, provided that the initial address for notice to Company shall be:

NFL Enterprises LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Vice President, Media Strategy  
with a copy to: Daniel Malin, Counsel

**22. Severability**

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable (collectively, "Invalid"), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event a material term is so held Invalid, Company shall have the right to terminate this Agreement upon written notice to NeuLion.



**EXECUTION COPY****23. Survival**

All provisions of this Agreement that should be reasonably expected to survive expiration or termination, including, without limitation, Sections 8 (Deliverables and Intellectual Property Rights), 11 (Indemnification), 14 (Confidentiality), 19 (Consent to Jurisdiction and Venue; Governing Law) and 20 (Notice) shall so survive any expiration or termination of this Agreement.

**24. Entire Agreement; Execution in Counterparts**

This Agreement (including, without limitation, the Attachments hereto) represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**NeuLion, Inc.**

By: \_\_\_\_\_

(Authorized Signature)

*Roy E. Reichbach*

Type or Print Name of Person Signing

*Secretary*

Title

*8/6/15*

Date

**NFL Enterprises LLC**

By: \_\_\_\_\_

(Authorized Signature)

*Brian R. Klapp*

Type or Print Name of Person Signing

*EVP*

Title

*8/7/15*

Date

**Approved by Finance**

*SM*

**APPROVED** *DM*  
NFL Legal & Business Affairs

**EXECUTION COPY****ATTACHMENT A  
GAME PASS INTERNATIONAL SUBSCRIPTION SERVICE**

This Attachment A is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July 1, 2015. Capitalized terms used in this Attachment but not defined in this Attachment A shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment A, this Attachment A shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Game Pass International Subscription Service. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network, NFL RedZone and NFL RedZone En Espanol programming), as determined by Company in its sole discretion ("Game Pass International Licensed Programming", which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Game Pass International Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein (the "Game Pass International Subscription Service", which shall be deemed the International Subscription Service for purposes of the Agreement). The Game Pass International Licensed Programming as provided by Company pursuant to this Attachment A will not include any pre-game, post-game or half-time shows associated with NFL preseason, regular-season and playoff games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Game Pass International Subscription Service. NeuLion will be responsible for development, management and operation of the Game Pass International Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass International Subscription Service. The Game Pass International Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment A:

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services.
2. **Open Integration with Product Catalog** - functionality which includes multiple content package and price point variations, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Game Pass International Subscription Service will be worldwide, excluding the United States, Mexico, Bermuda, Antigua, the Bahamas, and any U.S. territories, possessions and commonwealths (including American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands) (the "Game Pass International Territory") as such restrictions may be revised by NFL in its sole discretion, which changes will be promptly implemented by NeuLion. NeuLion will comply in full with Game Pass International Territory restrictions (e.g., blackout requirements) as determined by the NFL in its sole discretion (this includes, but is not limited to, blacking out the Buffalo / Jacksonville game feed within the Game Pass International Territory for all users). Any failure by NeuLion to comply with Game Pass International Territory restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Game Pass International Subscription Service, and (ii) provide solely a live (or archived) video stream of the Game Pass International Licensed Programming from and on NeuLion's own servers, and not permit Game Pass International Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass International Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass International Licensed



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Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass International Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 13 of the Agreement.

Additionally, verification of a Game Pass International Subscriber's country of residence will be based on, at a minimum, an IP address from a country within the Game Pass International Territory. Game Pass International Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Game Pass International Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Game Pass International Subscriber can access the Game Pass International Subscription Service from a country not included in the Game Pass International Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on”.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database.
9. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Game Pass International Subscription Service to prospective subscribers) and the media player to present the Game Pass International Subscription Service; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Game Pass International Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Game Pass International Licensed Programming.
12. **Look & Feel** – The Game Pass International Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each International distribution partner as directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Game Pass International Licensed Programming available through a custom skinned, broadband quality web page.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** – allow for customized product pricing by partner and by territory if requested by NFL.

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15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication – Geo-filtering** will be implemented as set forth above.
  - A) **Game Access Privileges** – based on package purchased
  - B) In the event of any issue with the Game Pass International Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass International Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content
19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, IOS and Android smartphones and tablet. (For the 2015 NFL season, compatibility for IOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2016 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) **Game Tracker & Stats Integration** - provide the top level game information, including, without limitation, the following elements that will all update in real time:
    - a. **Game status (game time, quarter) and score**
    - b. **Field Position (down, distance, ball location, possession)**
    - c. **Drive Chart** - display a graphical representation of game action
21. **Video on Demand** – provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
  - A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video.
23. **Content Storage** for archived game content (including radio broadcast games) as determined by NFL.
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance.
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Pass + Audio Pass bundle package for \$XX.XX / month).
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth by NFL.
27. **Link to Download** - Ability for Game Pass International Subscribers to link to NFL content download partners.
28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).



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29. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video playout in both the live and archive game states.
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Radio Feeds** – International Subscription Service support of radio game broadcast audio:
  - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
  - B) Provide audio only streaming of radio broadcasts of non-live games
33. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.
34. **Localized Currency** - Provide ability for users to pay in local currency, in addition to US Dollars. Currencies offered at the discretion of Company and provided that the third party payment processor supports that currency.
35. **Translations Support** – Ability for users to view Game Pass International ecommerce pages and product applications (media players) in different languages. NeuLion shall provide formatted text copy files in English which then Company is responsible for providing translated versions. Languages offered at the discretion of Company.
36. **Fantasy Integration** – Ability for Game Pass International Subscribers to access their NFL.com Fantasy information within the Game Pass International application experience, such as match-ups, scores, standings, individual player scores.
37. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com.

**II. ADDITIONAL SERVICES AND TERMS AND CONDITIONS:**

1. Game Pass International Licensed Programming will be made available by NeuLion to Subscribers to the Game Pass International Subscription Service ("Game Pass International Subscribers") on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Game Pass Licensed Programming will be available in the Game Pass International Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to Game Pass International Subscribers as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to Game Pass International Subscribers in a specific country will be made available to Game Pass International Subscribers for on-demand access as directed by NFL.
2. NFL will determine the pricing for subscriptions to the Game Pass International Subscription Service in its sole discretion.
3. The NFL will market and promote the Game Pass International Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet to (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Game Pass International Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length audio/video feeds of NFL regular-season and playoff games (i) in any language other than

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English in the Game Pass International Territory, (ii) outside the Game Pass International Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view bases, by subscription or otherwise. In the event that NFL elects to offer the Game Pass International Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).

5. NFL will determine the pricing for subscriptions to the International Subscription Service in its sole discretion, provided that with respect to any week (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the Game Pass International Subscription Service NeuLion's share of Net Revenue (pursuant to Section 3 of the Agreement) attributable to the Game Pass International Subscription Service during such week shall equal not less than sixty cents (\$.60) multiplied by the number of Game Pass International Subscribers who logged into the Game Pass International Subscription Service during such week (the "Game Pass International Guarantee"). In the event of a shortfall below the Game Pass International Guarantee, NeuLion shall (i) notify NFL within ten (10) days following the Wednesday of the week in which such shortfall occurs) and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of NFL's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the Game Pass International Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By: \_\_\_\_\_

(Authorized Signature)

ROY E. RECHART

Type or Print Name of Person Signing

SECRETARY

Title

8/6/15

Date

NFL Enterprises LLC

By: \_\_\_\_\_

(Authorized Signature)

Brian Rolapp

Type or Print Name of Person Signing

EVP

Title

8/7/15

Date

Approved by Finance

SM

APPROVED  
NFL Legal & Business Affairs



**EXECUTION COPY****ATTACHMENT B  
GAME PASS DOMESTIC SUBSCRIPTION SERVICE STATEMENT OF WORK**

This Attachment B is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July, 2015. Capitalized terms used in this Attachment but not defined in this Attachment B shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment B, this Attachment B shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform applicable to the Game Pass Domestic Subscription Service (as defined below), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related content. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network programming) as determined by Company in its sole discretion ("Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on a live and on-demand video archive basis (subject to the restrictions as set forth herein) to broadband users solely in the Game Pass Domestic Territory (as defined below) on a purchased subscription basis via the NeuLion-developed web media player as more fully described herein (the "Game Pass Domestic Web Subscription Service", which shall be deemed the Domestic Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Game Pass Domestic Web Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass Domestic Web Subscription Service. The Game Pass Domestic Web Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment B.

1. **Payment Gateway Integration** – Migration of all credit card billing information from existing NeuLion services to identified NFL payment provider. Ensure that all necessary user billing data is shared in a secure fashion to the new provider.
2. **Territory Restrictions and Geo-Filtering** – The Territory of the Domestic Subscription Service will be limited to the United States, and its territories, possessions and commonwealths (the "Game Pass Domestic Territory"). The Game Pass Domestic Web Subscription Service will comply in full with Game Pass Domestic Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by the NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement.  
 NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely a live and archived video stream of the Game Pass Domestic Licensed Programming from and on NeuLion's own servers, and not permit Game Pass Domestic Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass Domestic Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass Domestic Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass Domestic Licensed Programming from the Service. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement.  
 Additionally, the Game Pass Domestic Web Subscription Service verification of a Game Pass Domestic Subscriber's country of residence will be based on, at a minimum, an IP address from a location within the Game Pass Domestic Territory. Game Pass Domestic Subscribers will not be permitted to sign-up from an IP address registered in a location not included in the Game Pass Domestic Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Game Pass Domestic Subscriber can access the Game Pass Domestic Web Subscription Service from a location not included in the Game Pass Domestic Territory.
3. **Purchase Support** – The Game Pass Domestic Web Subscription Service will direct Domestic Subscription Service Subscriber purchase requests (based on IP) to the NFL hosted Game Pass Domestic purchase pages(s).

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4. **NFL SSO** – integration with NFL.com SSO to ensure that user requesting the Game Pass Domestic Web Subscription Service is allowed and authorized to watch content.
5. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool (Adobe Omniture). The Game Pass Domestic Web Subscription Service collects detailed browsing and streaming information for usage and marketing analysis.
6. **Customer Care**
  - A) Chat support during live event weeks (preseason, regular season, and postseason games) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support call inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Utilization of tools provided by NFL for purchases of the Domestic Subscription Service to look up users, account status, and provide refunds where possible. Tools can be provided by NFL or tools could be provided from new Payment Provider.
  - E) Pre-game monitoring for preseason games of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
7. **Event Production:** NeuLion will be responsible for all necessary “back end services” (including, without limitation, signal acquisition, encoding, content storage and serving, and a separate Domestic Subscription Service application server pool) for the Game Pass Domestic Licensed Programming. Additionally, NeuLion will be responsible for audio/video editing to ensure that the archive Game Pass Domestic Licensed Programming made available to Game Pass Domestic Subscribers will not include any pre-game, post-game or half-time shows associated with NFL games; commercial breaks; musical elements associated with a network’s cutting to or from commercial breaks; or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Domestic Subscription Services.
8. **Look & Feel** – The Game Pass Domestic Web Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as directed by Company.
  - A) **User Interface** – using a secure URL structure, make Game Pass Domestic Licensed Programming available through a custom skinned, broadband quality web page.
9. **Video Quality** – the highest attainable quality, based upon the Game Pass Domestic Subscriber’s connection speed.
10. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
11. **User Access Authentication** – The Game Pass Domestic Web Subscription Service will implement geo-filtering as set forth above.
  - A) **Game Access Privileges** – based on NFL SSO entitlement and the restrictions set forth herein.
  - B) In the event of any issue with the Domestic Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL’s request, make available the Game Pass Domestic Web Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
12. **Game Navigation** – The Game Pass Domestic Web Subscription Service will provide the ability to navigate between multiple live and archived games and other content.



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13. **Platform and browser compatibility** – The Game Pass Domestic Web Subscription Service will support Chrome, IE, Safari, and Firefox on Windows and Mac.
14. **Multiple Game Feeds (e.g. Quad View)** – The Game Pass Domestic Web Subscription Service will offer the consumer the ability to watch up to 4 games simultaneously (regardless of live or on-demand).
  - A) **Game Tracker & Stats Integration** - The Game Pass Domestic Web Subscription Service will provide the top level game information, including, without limitation, the following elements that will all update in real time:
  - B) **Game status (game time, quarter) and score**
15. **Content Storage** for archived game content (including radio broadcasts of games) as determined by NFL
16. **DVR Functionality** – The Game Pass Domestic Web Subscription Service will provide the ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
17. **Synchronized Stats** - The Game Pass Domestic Web Subscription Service will ensure that game stats are synchronized to video payout in both the live and archive game states.
18. **Audio/Video Timeline, Game Navigation and Chapter Marking** - The Game Pass Domestic Web Subscription Service will mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
19. **Video on Demand** – The Game Pass Domestic Web Subscription Service will provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film.
20. **NFL.com Integration** – Provide video players, in order for Company to integrate throughout NFL.com.
21. **Radio Feeds** - The Game Pass Domestic Web Subscription Service support of radio game broadcast audio:
  - A) **Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))**
  - B) **Provide option for audio only streaming of radio broadcasts of live games that are blacked out**
  - C) **Provide audio only streaming of radio broadcasts of non-live games**
22. **Domestic Subscription Service Support for NFL Developed Apps** – NeuLion will provide APIs (and associated documentation) for NFL to request secured streaming playback URLs, via authenticated security tokens, for use by NFL developed applications to play Game Pass Domestic Licensed Programming.

**II. ADDITIONAL GAME PASS DOMESTIC SERVICES AND TERMS AND CONDITIONS:**

1. **Game Pass Domestic Licensed Programming** will be made available by the Game Pass Domestic Web Subscription Service to paid subscribers to the Game Pass Domestic Subscription Service ("Game Pass Domestic Subscribers") on a live and on-demand basis in accordance with the terms hereof. All games included in the Game Pass Domestic Licensed Programming will be available in the Game Pass Domestic Territory in the on-demand archive. On-demand content will be available to Game Pass Domestic Subscribers as directed by Company (e.g., the Game Pass Domestic Web Subscription Service will block Game Pass Domestic Subscribers from accessing on-demand viewing of Game Pass Domestic Licensed Programming during certain time periods as directed by Company in its sole discretion). Game Pass Domestic Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements or NFL broadcast policies as determined by Company in its sole discretion.
2. **Company will determine the pricing for subscriptions to the Game Pass Domestic Service in its sole discretion.**
3. **Company will market and promote the Game Pass Domestic Service in its sole discretion.**

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**NeuLion, Inc.**

By: [Signature]  
(Authorized Signature)  
RYE REICHSBACH  
Type or Print Name of Person Signing  
SECRETARY  
Title  
8/6/15  
Date

**NFL Enterprises LLC**

By: [Signature]  
(Authorized Signature)  
Brian Bolapp  
Type or Print Name of Person Signing  
EVP  
Title  
8/7/15  
Date

Approved by Finance

SM

APPROVED  
NEU LION FINANCIAL AFFAIRS

[Signature]





## NeuLion Service Order Form and Terms of Service

NeuLion, Inc., 1600 Old Country Road, Suite 101, Plainview NY 11803 TEL: (516) 622-8300 FAX: (516) 293-0220

Effective Date June 1, 2012Company Name  
("Company"):NFL Enterprises LLC ("NFL" or "Company")

Company

Address:

345 Park Ave., New York, NY 10154

Company Contact

Name:

Mr. David HealyPhone: (212) 450-2483

Company Contact

Title:

Director Digital MediaEmail: david.healy@nfl.com**BASIC DESIGN AND SETUP SERVICES PROVIDED. This list is nonexclusive. The full descriptions are provided in Attachments and the Functional Specifications Documents.**

Design and personalization of Company branded web browser interfaces (the NeuLion IPTV Video Console) based on Company requirements to include the following Video and Audio Console features:

- ✓ HD-quality video viewable as live broadcast channels, auto-playing spotlights or video-on-demand (VOD)
- ✓ Social Networking features for polling, chat, messaging board and video rating
- ✓ Multi-title preview allows consumers to preview multiple video title at the same time
- ✓ Live and archived game audio feeds from each of the 32 NFL Clubs.
- ✓ Real-time integration with game statistics, drive chart simulation and fantasy game

Setup and implementation of Company in the NeuLion Commerce Engine to include the following:

- ✓ Support for direct order capture from Company web site
- ✓ Definition of consumer payment models (subscription, pay-per-view or combination) and associated payment processing

**BASIC OPERATIONAL SERVICES PROVIDED. This list is nonexclusive. The full descriptions are provided in Attachments and the Functional Specifications Documents.**

Ongoing operations and support of the NeuLion IPTV Delivery Platform to include the following Content Management features:

- ✓ Web-based content management system for video and audio clip control with self service capability for Company content administrator
- ✓ Workflow manager for meta-data and program schedule content association and management
- ✓ Statistical reporting on content and user usage

Ongoing operations and support of the NeuLion IPTV Delivery Platform to include the following Streaming Video and Audio features:

- ✓ Fast start video streaming processor for improved consumer experience
- ✓ Multiple bit rate calibration to accommodate end-consumer bandwidth capability
- ✓ Geographically dispersed network PoPs for improved performance and redundant availability
- ✓ Internet bandwidth management and monitoring

Ongoing operations and support of the NeuLion IPTV Delivery Platform to include the following Security features:

- ✓ Consumer management and authentication
- ✓ Encryption of sensitive information to protect consumer privacy
- ✓ Role based access control for administration and reporting

Ongoing operations and support of the NeuLion IPTV Delivery Platform to include the following Commerce Engine features:

- ✓ Integrate one time and recurring payment gateway billing
- ✓ Support for pay-per-view and subscription billing options
- ✓ Payment and settlement reporting

1. **Term** The Term of this Agreement shall commence on the Effective Date and continue until March 31, 2015, unless terminated earlier in accordance with the terms hereof.

## 2. **Services**

(a) The services to be provided by NeuLion under this Agreement are set forth in the Attachments (and the functional specifications documents pursuant thereto (each, a "FSD")), including, without limitation, the setup and back office operation of the services identified in the Attachments and all materials of any kind delivered to Company in connection with such services (each, a "Service" and collectively, the "Services"). Each Attachment (and related FSDs) sets forth the Services to be performed by NeuLion in connection with a particular Subscription Service (as defined in each Attachment). An annual update of the FSD for each Subscription Service will be provided by NeuLion to Company (based on feedback and requirements from Company) for review prior to March 1 each year during the Term (or by such other date as mutually agreed by the parties) and shall incorporate technology and features (e.g., improved video quality/delivery and new social networking/community features) that are consistent with the leading products in the industry (at the time of such annual update) that are similar to the particular Subscription Service. Each final FSD (and annual updates thereto) is subject to NFL's written approval in its sole discretion. NeuLion shall support the Subscription Services with at least the same level of resources as utilized during the 2011 NFL season. Without limiting the foregoing, NeuLion will designate a dedicated account manager for Company throughout the Term. NeuLion will implement sponsor integrations as directed by Company (e.g., branded player, insertion of sponsor ad units during commercial breaks). As requested by Company, NeuLion will provide free access to a limited amount of content within the Subscription Services for marketing and promotional purposes. Additionally, Company may designate certain countries in which Subscription Services (or a part thereof) may be made available to users on a free basis, provided that the parties mutually agree upon reimbursement by Company to NeuLion of streaming costs associated therewith.

(b) The Services to be provided by Company under this Agreement shall consist of making the Licensed Programming (as defined in Attachments) available (at Company's expense) to NeuLion for the Subscription Service (as defined in Attachments), unless otherwise set forth in this Agreement.

(c) Any and all Subscription Services hereunder will be "white label" services, which will be exclusively branded by NFL without any attribution to NeuLion except to the extent pre-approved in writing by Company (such consent to be granted or withheld in Company's sole discretion).

(d) The Services to be performed by NeuLion pursuant to this Agreement shall also include the following services:

(i) **Additional Services Related to Subscription Services with Additional Fee.** In consideration for the annual additional fee set forth in Section 3(e), NeuLion will provide the following additional services related to the Subscription Services:

(A) **Backup/Failover Architecture & Disaster Recovery center.** NeuLion will provide enhanced backup/failover architecture in a form mutually agreed by the parties, which will be at least as robust as the system implemented for the 2011 NFL season that will include a total redundant path (for all signal acquisition, encoding/transcoding, and other technical services), and separate operational facility for such support (IE: Disaster Recovery center). Such architecture & disaster recovery center will support all Services.

(B) **RedZone fiber backup** to serve as a secondary feed for NFL RedZone

(C) **Pre-season streaming:** Vyvx signal acquisition for preseason games not normally captured through regular signal acquisition.



**(ii) Ancillary Services Related to Subscription Services (No Additional Fee)**

(A) End-to-End Video Service. NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode, as well as service for adaptive streaming of video content (including support for CDN caching, load balancing and real time QoS monitoring) and post processing of live game content for archive and VOD access.

(B) Additional editing / monitoring relating to features included across products, including coaches film, condensed games, etc.

(C) Other ancillary services related to the Subscription Services that were provided during the 2011 NFL season.

(D) Upon request by Company, NeuLion will develop and support mobile applications (iOS and Android platform for mobile phones and tablets) to make Subscription Services available via such platforms and/or cooperate with Company and Company-designated third parties to facilitate the integration of Subscription Services into mobile applications made available by Company and/or Company-designated third parties. The specific Android tablet devices that will be supported by NeuLion with respect to each NFL season during the Term will be mutually agreed upon by the parties by April 1 prior to each such NFL season.

(E) Upon request by Company, NeuLion will develop and support applications to provide access to Subscription Services via "connected" television and/or game consoles and/or cooperate with Company and Company-designated third parties to provide access to Subscription Services through third party applications for "connected" televisions and/or game consoles.

(F) Support for Sunday Ticket Online in Canada as set forth in Section I(38) of Attachment A.

**(iii) Additional Services Not Related to Subscription Services**

(A) Mobile Audio Streaming for Verizon. NeuLion will provide home and away radio signal acquisition, encoding and subsequent audio stream delivery in support of Verizon's NFL mobile application. Encoding of each radio feed will include both Windows Media Audio (WMA), 3GP AMR formats and Apple http Live Streaming (HLS). Based on radio broadcaster requirements, advertisement blocking/substitution with NFL supplied audio tracks will also be provided for specified radio stations. Fees for this service are \$200/event (if Company does not require ad blocking) or \$250/event (if Company required ad blocking), which will be invoiced by NeuLion on a monthly basis.

(B) As requested by Company, NeuLion will work with Company and Company-designated MVPDs [to provide authenticated subscribers to such MVPDs online access to NFL Network and NFL RedZone (and/or other networks as directed by Company)]. The applicable fees and details of such services will be negotiated in good faith between the parties in the event that Company requests such services.

**3. Revenue Share and Reports: Additional Fees**

**REDACT**

# REDACT

4. **Payment Processing** NeuLion shall be responsible for all payment processing in connection with the Subscription Services, as may be further described in the Attachments and the FSDs, including, without limitation, collection of applicable taxes (if any). NeuLion acknowledges and agrees to the following:

- (a) NeuLion is responsible for securing all private information, including, but not limited to, credit card data (collectively "Private Information") in NeuLion's possession or as provided to NeuLion in connection with the Services;
- (b) NeuLion shall adhere to all Payment Card Industry ("PCI") security requirements, and NeuLion will be listed as the merchant on Subscribers' credit card statements (i.e., the entry will be listed as "NeuLion, Inc./NFL Product");
- (c) NeuLion shall only use the Private Information for assisting parties in completing a transaction, supporting a loyalty program, providing fraud control services or as specifically required by law;
- (d) NeuLion agrees to offer full cooperation to a payment card industry representative or authorized third party during a security review after a security intrusion;
- (e) Upon termination or expiration of the Agreement, NeuLion shall continue to treat the Private Information as Confidential Information (as defined below); and
- (f) NeuLion shall provide NFL with a letter from an acquiring bank or credit card vendor indicating that NeuLion is following the PCI data security standards as set forth by the PCI Security Standards Council.

5. **Analytics** NeuLion shall incorporate Company's tracking tags (e.g., Omnicore) into the purchase path and product pages for each Subscription Service. A reasonable timeline for such code implementation will be mutually agreed upon by NeuLion and Company. NeuLion shall use best efforts promptly (taking into account high traffic volume days) to repair the tags in the event that the tags fail to function properly. Additionally, NeuLion shall use best efforts to place pixel codes on the registration page for each Subscription Service so that Company may track marketing campaign performance and conversion rates.

6. **Independent Contractor** NeuLion is an independent contractor of Company. Accordingly, no party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either party (i) be deemed an employee of the other party, (ii) commit the other party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other party or a Person with the authority to commit the other party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. **Compliance with Law** Both Company and NeuLion shall comply with any and all applicable Federal, State and local Laws in connection with their respective performance under this Agreement.



**8. Deliverables and Intellectual Property Rights** The parties understand and agree that NeuLion shall utilize its (and/or its affiliates') pre-existing proprietary intellectual property ("NeuLion IP") in the development and delivery of the Services provided for herein. As between the parties hereto, NeuLion shall be the owner of the NeuLion IP, which Company shall be entitled to use on a non-exclusive, worldwide royalty-free basis in connection with the use and distribution of the Services. The Licensed Programming is the sole and exclusive property of Company. Company exclusively will own all right, title and interest in and to all Licensed Programming, NFL Marks (defined below), and all other materials provided by (or on behalf of) Company to NeuLion hereunder (collectively, the "Company Content"), including, without limitation, all intellectual property and proprietary rights embodied therein, all protectable information and materials in any data, video or audio feeds, the names of the Subscription Services, the content, design and URL of the splash/demo page, and all other content with respect thereto, and nothing in this Agreement confers and rights therein or thereto to NeuLion. The content derived from NeuLion's services hereunder (collectively, the "Work") shall be deemed to be "works made for hire" for Company under the federal copyright laws, with Company as the author and exclusive owner thereof, or in the event the Work does not qualify as a "work-made-for-hire" for Company, NeuLion hereby irrevocably and exclusively assigns and transfers to Company all right, title and interest in and to the Work including, without limitation, all copyrights therein throughout the world in perpetuity in any and all media, now known or hereafter devised. NeuLion agrees to give Company reasonable assistance to perfect such assignment of such rights, title and interest. Each party (the "First Party") acknowledges that the tradenames and trademarks of the other party (the "Other Party") and any other names or marks associated with the Other Party are the exclusive property of the Other Party and/or one or more entities affiliated with such Other Party and that the First Party has not and will not acquire any proprietary rights therein by reason of this Agreement. As clarification, neither party shall use any such names or marks of the Other Party without the prior written consent of the Other Party. For the avoidance of doubt, except to the extent necessary to perform the Services, NeuLion shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFL in each instance (such consent to be granted or withheld in NFL's sole discretion). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. NeuLion acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to the National Football League and the Member Clubs. NeuLion agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, NeuLion recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. NeuLion recognizes that the great value and goodwill associated with the NFL Marks belongs to the National Football League and the Member Clubs and that the NFL Marks have secondary meaning. NeuLion shall have no right to issue any press release regarding this Agreement without the prior written consent of Company.

**9. Representations and Warranties** Each party represents and warrants that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) the Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms. NeuLion further represents and warrants that: (a) the Services (including, without limitation, the NeuLion IP and the Work), when used as contemplated, do not and will not violate or infringe any right of any person or entity and do not and will not require Company to pay any additional fees or secure any additional licenses to use the Services; (b) NeuLion will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with the applicable FSD and all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations hereunder; and (c) NeuLion has not taken and will not take any action that interferes in any manner with Company's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement. Company further represents and warrants that it (and/or its "Affiliates" (which shall mean the National Football League, NFL Ventures, Inc. and NFL Ventures, L.P. and its subsidiaries)) owns the copyright in and to the Licensed Programming and that the NFL Marks do not infringe the rights of any third party.

**10. Limited Service Warranty** NeuLion warrants that the Services will operate in accordance with the applicable Attachment and FSD pursuant thereto (all of which are hereby incorporated by reference in to this Agreement). If it is determined that the Service does not operate according to such specifications, NeuLion's shall use its best efforts to cure promptly the defect. EXCEPT AS OTHERWISE SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PARTY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR USE OF THE NFL MARKS IN VIOLATION OF THIS AGREEMENT OR PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

**11. Indemnification; Defense Cooperation.** (a) Each party (the "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, judgments, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with (i) any breach, or in the case of a third party claim, alleged breach, of any representation, warranty, covenant or agreement of such Indemnifying Party (ii) any material breach, or in the case of a third party claim, alleged material breach, of any other of the terms hereof.

(b) The Indemnifying Party shall, upon the other party's demand, promptly and diligently defend, at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided that the Indemnifying Party may not enter into any settlement pursuant to its indemnification obligation without the prior written consent of the Indemnified Party (which consent may be given or withheld in the Indemnified Party's reasonable discretion). In the case of Company as the Indemnified Party, NeuLion's foregoing obligations to indemnify, defend and hold harmless set forth in this Section 9 shall extend to the National Football League and its Member Clubs, NFL Ventures, L.P. and its subsidiaries and NFL Ventures, Inc., and each of their affiliates, officers, directors, shareholders, agents, representatives and employees.

(c) At the Indemnifying Party's expense, the Indemnified Party shall provide reasonable cooperation in connection with the investigation, defense or prosecution of any action, suit or proceeding subject to indemnification hereunder.

(d) The provisions of this Section shall survive the expiration or termination of this Agreement.

**12. Assignment; Amendment; Waiver; Subcontracting.** NeuLion may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of Company (such consent to be granted or withheld in Company's sole discretion). Company may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of NeuLion, to a Company Affiliate. This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**13. Termination** REDACT

REDACT



# REDACT

14. **Confidentiality.** "Confidential Information" shall include: (i) the terms and conditions of this Agreement, (ii) all non-public, proprietary information relating to the customers of either party, including customer lists, (iii) all non-public information obtained by NeuLion regarding Company and its businesses, and (iv) all information one party provides to the other which is clearly identified in writing as confidential or proprietary. Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) made available for third parties to use, or (b) used for any purpose other than performing the duties to be performed hereunder. Each party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all of the terms of this Section and shall be responsible for ensuring compliance with same. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no negligent or wrongful act of the receiving party; (ii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iii) it is independently developed by the receiving party; (iv) it is disclosed pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's direction, either return or destroy all of the disclosing party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

NeuLion acknowledges that, as between the parties, Company shall own any information, including, without limitation, any customer list, information (e.g., name, address, email address) or database created or developed in connection with the Services (the "Data"). NeuLion shall have no rights in or to the data in the Data. NeuLion represents and warrants that: (i) it will not use or disclose such Data for any purpose without the written permission of Company, except as necessary to effectuate this Agreement; (ii) it will treat the Data as Confidential Information; (iii) it will not transmit or maintain the Data outside of the United States or Canada; and (iv) it will delete such Data from any storage device on which the information is maintained upon the termination or expiration of this Agreement unless instructed otherwise in writing. NeuLion further represents and warrants that, with respect to the Data, NeuLion shall faithfully comply with and adhere to: (a) all of the terms of the NFL.com Privacy Policy, as in effect at the time the Data is collected, and (b) all applicable laws, government rules and regulations, court and administrative decrees, and the highest standard of business ethics then prevailing in the industry with regard to the collection and use of data.

15. **Insurance.** During the Term, NeuLion shall obtain and maintain the following insurance coverages, evidence (satisfactory to Company) of which must be provided to NFL (Attn: Christina Conrad) within thirty (30) days after execution of this Agreement by both parties, provided that prior to the delivery of such certificate to Company, Company shall have the right to terminate this Agreement without penalty immediately upon written notice to NeuLion notwithstanding any other provision of this Agreement.

A. Commercial General Liability ("CGL") insurance in accordance with the following:

- (1) **Coverage:** CGL insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), and including coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury.
- (2) **Coverage Limits:** CGL coverage limits must be no less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
- (3) **Defense:** Coverages must include a duty to defend.
- (4) **Additional Insureds:** Coverages must name each of the NFL Indemnified Parties as additional insureds and must be primary for the additional insureds with no right of subrogation against any additional insureds.
- (5) **Insurer:** Insurers must be licensed in all jurisdictions in which the Services are to be rendered.

B. Workers' Compensation and Employer's Liability insurance:

- (1) **Limits:**
  - (i) Workers' Compensation – statutory limits.
  - (ii) Employer's Liability – not less than one million dollars (\$1,000,000).

(2) Cancellation Provision: Coverages must be endorsed to provide Company with thirty (30) days' written notice of cancellation, material change or non-renewal.

16. Audit REDACT

REDACT

17. No Third Party Beneficiaries Except for Company's Affiliates, this Agreement is entered solely by and between the Parties and shall not be deemed to create any rights in or obligations to any third parties.

18. Force Majeure REDACT

REDACT

19. Consent to Jurisdiction and Venue; Governing Law Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in a State or Federal Court in New York, New York and the Parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notice Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, if addressed to the President or Chief Executive Officer of the party at the address specified above for the party, or in each case to such other persons or addresses as shall be designated by written notice, provided that the initial address for notice to Company shall be:

NFL Enterprises LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Vice President, Media Strategy  
with a copy to: Daniel Malin, Associate Counsel

21. Severability (a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable (collectively, "Invalid"), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event a material term is so held Invalid, Company shall have the right to terminate this Agreement upon written notice to NeuLion.

22. Survival All provisions of this Agreement that should be reasonably expected to survive expiration or termination, including, without limitation, Sections 8 (Deliverables and Intellectual Property Rights), 11 (Indemnification), 14 (Confidentiality), 19 (Consent to Jurisdiction and Venue; Governing Law) and 20 (Notice) shall so survive any expiration or termination of this Agreement.

23. Entire Agreement; Execution in Counterparts This Agreement (including, without limitation, the Attachments hereto and the FSDs) represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together,

shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

New Lion, Inc.

By: [Signature]  
(Authorized Signature)  
Roy E. RENCHERT  
Type or Print Name of Person Signing  
SECRETARY  
Title  
8/10/12  
Date

NFL Enterprises LLC

By: [Signature]  
(Authorized Signature)  
Harry Schroeder  
Type or Print Name of Person Signing  
SVP  
Title  
8/15/12  
Date

[Signature]  
**APPROVED**  
NFL Legal & Business Affairs

**Approved by Finance**  
[Signature]



## ATTACHMENT A GAME PASS SERVICES

This Attachment A is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated June 1, 2012. Capitalized terms used in this Attachment but not defined in this Attachment A shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment A, this Attachment A shall control, provided that the FSD shall prevail in the event of a conflict between the FSD and Attachment A.

### I. SERVICES PROVIDED:

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform customized in accordance with the FSD (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Game Pass Subscription Service as detailed in the FSD. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network, NFL RedZone and NFL RedZone En Espanol programming), as determined by Company in its sole discretion ("Game Pass Licensed Programming", which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Game Pass Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein and in the FSD (the "Game Pass Subscription Service", which shall be deemed a Subscription Service for purposes of the Agreement). The Game Pass Licensed Programming as provided by Company pursuant to this Attachment A will not include any pre-game, post-game or half-time shows associated with NFL preseason, regular-season and playoff games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Game Pass Subscription Service. NeuLion will be responsible for development, management and operation of the Game Pass Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass Subscription Service. The Game Pass Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment A:

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services as set forth in the FSD.
2. **Open Integration with Product Catalog** - functionality which includes multiple content package and price point variations as set forth in the FSD, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Game Pass Subscription Service will be worldwide, excluding the United States, Mexico, , Bermuda, Antigua, the Bahamas, and any U.S. territories, possessions and commonwealths (including American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands) (the "Game Pass Territory") as such restrictions may be revised by NFL in its sole discretion, which changes will be promptly implemented by NeuLion. NeuLion will comply in full with Game Pass Territory restrictions (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with Game Pass Territory restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Game Pass Subscription Service, and (ii) provide solely a live (or archived) video stream of the Game Pass Licensed Programming from and on NeuLion's own servers, and not permit Game Pass Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass Licensed Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts

consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 13 of the Agreement. Additionally, verification of a Game Pass Subscriber's country of residence will be based on, at a minimum, an IP address from a country within the Game Pass Territory. Game Pass Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Game Pass Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Game Pass Subscriber can access the Game Pass Subscription Service from a country not included in the Game Pass Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on” as set forth in the FSD.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database as set forth in the FSD.
9. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules as set forth in the FSD.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Game Pass Subscription Service to prospective subscribers) and the media player to present the Game Pass Subscription Service as set forth in the FSD; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Game Pass Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Game Pass Licensed Programming.
12. **Look & Feel** – The Game Pass Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each international distribution partner as set forth in the FSD or as otherwise directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Game Pass Licensed Programming available through a custom skinned, broadband quality web page as set forth in the FSD.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** – allow for customized product pricing by partner and by territory if requested by NFL.
15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed as set forth in the FSD.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication** – Geo-filtering will be implemented as set forth above.



- A) Game Access Privileges – based on package purchased
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content
19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, iOS and Android smartphones and tablet as set forth in the FSD. (For the 2012 NFL season, compatibility for IOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2013 or 2014 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
- A) **Game Tracker & Stats Integration** - provide the top level game information as set forth in the FSD, including, without limitation, the following elements that will all update in real time:
- Game status (game time, quarter) and score
  - Field Position (down, distance, ball location, possession)
  - Drive Chart - display a graphical representation of game action
21. **Video on Demand** – provide access to segments of select game production and other NFL Network programming as set forth in the FSD (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) as set forth in the FSD will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
- A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video as set forth in the FSD.
23. **Content Storage** for up to 15,000 archived game content hours
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance as set forth in the FSD.
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Pass + Audio Pass bundle package for \$XX.XX / month) as set forth in the FSD.
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth in the FSD.
27. **Link to Download** - Ability for Game Pass Subscribers to link to NFL content download partners as set forth in the FSD.
28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
29. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video as set forth in the FSD.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Integration of Radio Feeds** - Integrate and synchronize live and archived Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s)) as set forth in the FSD.

33. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.
34. **Localized Currency** - Provide ability for users to pay in local currency, in addition to US Dollars, as set forth in the FSD. Currencies offered at the discretion of Company and provided that the third party payment processor supports that currency.
35. **Translations Support** – Ability for users to view Game Pass ecommerce pages and product applications (media players) in different languages. NeuLion shall provide formatted text copy files in English which then Company is responsible for providing translated versions. Languages offered at the discretion of Company.
36. **Fantasy Integration** – Ability for Game Pass Subscribers to access their NFL.com Fantasy information within the Game Pass application experience, such as match-ups, scores, standings, individual player scores, as set forth in the FSD.
37. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com as set forth in the FSD.
38. **Sunday Ticket Online in Canada** – The parties acknowledge that Company licenses a package of certain Sunday afternoon NFL games (the “Package”) to subscription television providers (e.g., cable and satellite companies), which companies sell the Sunday Ticket product as a pay-per-view product on television in Canada. Additionally, such subscribers have the option to pay an additional amount for access to Sunday Ticket online (the “Online Package”) in Canada. As directed by Company and subject to the terms and conditions of the Agreement, NeuLion will prepare and operate a “Sunday Ticket” skinned version of the Game Pass player and make it available to those subscribers to the Package that have paid for the Online Package. For clarity, Company will provide or cause to be provided to NeuLion sufficient information to identify eligible subscribers, and NeuLion will not be responsible for any billing related to the online offering of Sunday Ticket in Canada. Otherwise, the provision of Services by NeuLion for the Online Package will be consistent with Game Pass, provided that the Online Package territory will be strictly limited (by means of methods and technology consistent with implementation of territorial restrictions applicable to Game Pass) to Canada only. NeuLion understands and agrees that it will be required to implement blackout restrictions specific to the Online Package as directed by Company. In full consideration for the Services set forth in this Section 38, NeuLion’s share of revenue (pursuant to Section 3(a) of the Agreement) shall be based on the suggested retail price of the Online Package in Canada (as determined by Company in its sole discretion) and the number of subscribers to the Online Package in Canada.

## II. ADDITIONAL SERVICES AND TERMS AND CONDITIONS:

1. Game Pass Licensed Programming will be made available by NeuLion to Subscribers to the Game Pass Subscription Service (“Game Pass Subscribers”) on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Game Pass Licensed Programming will be available in the Game Pass Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to Game Pass Subscribers as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL’s telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to Game Pass Subscribers in a specific country will be made available to Game Pass Subscribers for on-demand access as directed by NFL.
2. NFL will determine the pricing for subscriptions to the Game Pass Subscription Service in its sole discretion.
3. The NFL will market and promote the Game Pass Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet to (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephony/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Game Pass Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL’s right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length



audio/video feeds of NFL regular-season and playoff games (i) in any language other than English in the Game Pass Territory, (ii) outside the Game Pass Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view basis, by subscription or otherwise. In the event that NFL elects to offer the Game Pass Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).

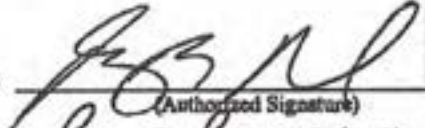
5. NFL will determine the pricing for subscriptions to the Game Pass Subscription Service in its sole discretion, provided that with respect to any week (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the Game Pass Subscription Service NeuLion's share of Net Revenue (pursuant to Section 3 of the Agreement) attributable to the Game Pass Subscription Service during such week shall equal not less than sixty cents (\$.60) multiplied by the number of Game Pass Subscribers who logged into the Game Pass Subscription Service during such week (the "Game Pass Guarantee"). In the event of a shortfall below the Game Pass Guarantee, NeuLion shall (i) notify NFL within ten (10) days following the Wednesday of the week in which such shortfall occurs and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of NFL's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the Game Pass Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

Company NFL Enterprises LLC

By:

  
 (Authorized Signature)  
 Roy E. KENCACH  
 Type or Print Name of Person Signing  
 SECRETARY  
 Title  
 8/10/12

By:

  
 (Authorized Signature)  
 Hans Schroeder  
 Type or Print Name of Person Signing  
 SUP  
 Title  
 8/15/12

APPROVED  
 NFL Legal & Business Affairs

Approved by Finance



## ATTACHMENT B GAME REWIND SERVICES

This Attachment B is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated June 1, 2012. Capitalized terms used in this Attachment but not defined in this Attachment B shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment B, this Attachment B shall control, provided that the FSD shall prevail in the event of a conflict between the FSD and Attachment B.

### L. SERVICES PROVIDED:

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform customized in accordance with the FSD applicable to the Rewind Subscription Service (as defined below) (the "Rewind PSD", which shall be deemed a FSD for purposes of the Agreement), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related content as part of the Rewind Subscription Service as detailed in the Rewind FSD. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL regular-season and playoff games (and potentially additional content e.g., NFL Network programming) as determined by Company in its sole discretion ("Rewind Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on an on-demand video archive basis (subject to the restrictions as set forth herein) to broadband users solely in the Rewind Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein and in the Rewind FSD (the "Rewind Subscription Service", which shall be deemed a Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Rewind Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Rewind Subscription Service. The Rewind Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment B.

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services as set forth in the Rewind FSD.
2. **Open Integration with Product Catalog** - functionality which includes multiple content package and price point variations as set forth in the Rewind FSD, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Rewind Subscription Service will be limited to the United States, and its territories, possessions and commonwealths (the "Rewind Territory"). NeuLion will comply in full with Rewind Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely an archived video stream of the Rewind Licensed Programming from and on NeuLion's own servers, and not permit Rewind Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Rewind Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Rewind Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Rewind Licensed Programming from the Service. notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement.

Additionally, verification of a Rewind Subscriber's country of residence will be based on, at a minimum, an IP address from a location within the Rewind Territory. Rewind Subscribers will not be permitted to sign-up from an IP address registered in a location not included in the Rewind Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Rewind Subscriber can access the Rewind Subscription Service from a location not included in the Rewind Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on” as set forth in the Rewind FSD.
7. **Flexible sales reporting and ability to integrate via API** to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database as set forth in the FSD.
9. **Customer Care**
  - a. Chat support during live event weeks (preseason, regular season, and postseason games) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - b. Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support call inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - c. Online customer self-service modules as set forth in the Rewind FSD.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Rewind Subscription Service to prospective subscribers) and the media player to present the Rewind Subscription Service as set forth in the Rewind FSD; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with Company's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Rewind Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Rewind Licensed Programming. Additionally, NeuLion will be responsible for audio/video editing to ensure that the Rewind Licensed Programming made available to Rewind Subscribers will not include any pre-game, post-game or half-time shows associated with NFL games; commercial breaks; musical elements associated with a network's cutting to or from commercial breaks; or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Rewind Subscription Services.
12. **Look & Feel** – The Rewind Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each distribution partner as set forth in the Rewind FSD or as otherwise directed by Company.
  - A) **User Interface** – using a secure URL structure, make Rewind Licensed Programming available through a custom skinned, broadband quality web page as set forth in the Rewind FSD.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by Company.
14. **Partner Specific Pricing** – allow for customized product pricing by partner and by territory if requested by Company.
15. **Video Quality** – the highest attainable quality, based upon the Rewind Subscriber's connection speed as set forth in the Rewind FSD.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.



17. **User Access Authentication** – Geo-filtering will be implemented as set forth above.
  - A) **Game Access Privileges** – based on package purchased and the restrictions set forth herein.
18. **Game Navigation** – ability to navigate between multiple archived games and other content
19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, iOS and Android tablets as set forth in the Rewind FSD. (For the 2012 NFL season, compatibility for iOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2013 or 2014 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) **Game Tracker & Stats Integration** - provide the top level game information as set forth in the Rewind FSD, including, without limitation, the following elements that will all update in real time:
  - B) **Game status (game time, quarter) and score**
21. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) as set forth in the Rewind FSD will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by Company.
  - A) **Social media functionality** will include module on video application that allows users to comment during games and ability to click and “mark” video during viewing or rewind and add comments about selected section of video as set forth in the FSD.
22. **Content Storage** for up to 15,000 archived game content-hours. Such amount is in addition to the storage capacity provided under Attachment A.
23. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance as set forth in the FSD.
24. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Rewind + Audio Pass bundle package for \$XX.XX / month) as set forth in the FSD.
25. **Product Cross-Sell and Up-Sell**- Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth in the FSD.
26. **Link to Download** - Ability for Game Rewind Subscribers to link to NFL content download partners as set forth in the FSD.
27. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
28. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video as set forth in the FSD.
29. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states.
30. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
31. **Video on Demand** – provide access to segments of select game production and other NFL Network programming as set forth in the FSD (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film



32. **Referral Program** – Refer-A-Friend functionality where referrals are provided incentives to refer friends and family to subscribe.
33. **Free Blackout Player** – For territories where live games are blacked out on local television, provide a free player (video Game Rewind video player) that offers the blacked out game for free in archived mode at the discretion of Company.
34. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com as set forth in the FSD.

## II. ADDITIONAL REWIND SERVICES AND TERMS AND CONDITIONS:

1. Rewind Licensed Programming will be made available by NeuLion to paid subscribers to the Rewind Subscription Service ("Rewind Subscribers") on an on-demand basis in accordance with the terms hereof. All games included in the Rewind Licensed Programming will be available in the Rewind Territory in the on-demand archive. On-demand content will be available to Rewind Subscribers as directed by Company (e.g., NeuLion will block Rewind Subscribers from accessing on-demand viewing of Rewind Licensed Programming during certain time periods as directed by Company in its sole discretion). Rewind Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements or NFL broadcast policies as determined by Company in its sole discretion.
2. Company will determine the pricing for subscriptions to the Rewind Subscription Service in its sole discretion.
3. Company will market and promote the Rewind Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of on-demand archived streaming via the Internet (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Rewind Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, archived on-demand streaming to any device via the Internet of full-length audio/video feeds of NFL regular-season and playoff games (i) in any language other than English in the Rewind Territory, (ii) outside the Rewind Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view basis, by subscription or otherwise. In the event that NFL elects to offer the Game Rewind Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).  
Need to add price threshold for subscribers.
5. NFL will determine the pricing for subscriptions to the Game Rewind Subscription Service in its sole discretion, provided that with respect to any week (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which archived NFL games are distributed via the Game Rewind Subscription Service NeuLion's share of Net Revenue (pursuant to Section 3 of the Agreement) attributable to the Game Rewind Subscription Service during such week shall equal not less than twenty-three cents (\$.23) multiplied by the number of Game Rewind Subscribers who logged into the Game Rewind Subscription Service during such week (the "Game Rewind Guarantee"). In the event of a shortfall below the Game Rewind Guarantee, NeuLion shall (i) notify NFL within ten (10) days following the Wednesday of the week in which such shortfall occurs) and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of NFL's revenue share amount.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NewLine, Inc.

By: \_\_\_\_\_

(Authorized Signature)

ROY E. ROCHON

Type or Print Name of Person Signing

SECRETARY

Title

8/10/12

Date

NFL Enterprises LLC

By: \_\_\_\_\_

(Authorized Signature)

Hans Schröder

Type or Print Name of Person Signing

SVP

Title

8/15/2012

Date



APPROVED  
NFL Legal & Business Affairs

Approved by Finance

### ATTACHMENT C AUDIO PASS SERVICES

This Attachment C is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated June 1, 2012. Capitalized terms used in this Attachment but not defined in this Attachment C shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment C, this Attachment C shall control, provided that the FSD shall prevail in the event of a conflict between the FSD and Attachment C.

#### **I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion platform customized in accordance with the FSD applicable to the Audio Pass Subscription Service (as defined below) (the "Audio Pass FSD", which shall be deemed a FSD for purposes of the Agreement), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related audio content as part of the Audio Pass Subscription Service as detailed in the Audio Pass FSD. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio feeds of certain NFL preseason, regular-season and playoff games (and potentially additional audio content) as determined by Company in its sole discretion ("Audio Pass Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on a live streaming and on-demand archived basis (subject to the restrictions as set forth herein) to Internet users solely in the Audio Pass Territory (as defined below) on a purchased subscription basis via the NeuLion-developed audio player as more fully described herein and in the Audio Pass FSD (the "Audio Pass Subscription Service", which shall be deemed a Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Audio Pass Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Audio Pass Subscription Service. The Audio Pass Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment C.

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services as set forth in the Audio Pass FSD.
2. **Open Integration with Product Catalog** – functionality which includes multiple content package and price point variations as set forth in the Audio Pass FSD; including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Audio Pass Subscription Service will be worldwide, unless otherwise directed by NFL in writing (the "Audio Pass Territory"). NeuLion will comply in full with Audio Pass Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely a archived video stream of the Audio Pass Licensed Programming from and on NeuLion's own servers, and not permit Audio Pass Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Audio Pass Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Audio Pass Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage (if applicable) and/or piracy of any Audio Pass Licensed Programming from the Service. notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security (if applicable) and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement.



6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on” as set forth in the Audio Pass FSD.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion’s platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database as set forth in the FSD.
9. **Customer Care**
  - a. Chat support during live events (preseason, regular season, and postseason games) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - b. Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support call inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - c. Online customer self-service modules as set forth in the FSD.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Audio Pass Subscription Service to prospective subscribers) and the media player to present the Audio Pass Subscription Service as set forth in the Audio Pass FSD; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with Company’s instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Audio Pass Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Audio Pass Licensed Programming. Additionally, NeuLion will be responsible for audio editing to ensure that the Audio Pass Licensed Programming made available to Audio Pass Subscribers will not include commercial breaks; musical elements associated with a network’s cutting to or from commercial breaks; or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Audio Pass Subscription Services.
12. **Look & Feel** – The Audio Pass Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each distribution partner as set forth in the Audio Pass FSD or as otherwise directed by Company.
- A) **User Interface** – using a secure URL structure, make Audio Pass Licensed Programming available through a custom skinned, broadband quality web page as set forth in the Audio Pass FSD.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by Company.
14. **Partner Specific Pricing** –allow for customized product pricing by partner and by territory if requested by Company.
15. **Audio Quality** – the highest attainable quality, based upon the Rewind Subscriber’s connection speed as set forth in the Audio Pass FSD.
16. **User Access Authentication** – Geo-filtering will be implemented as set forth above (if applicable).
17. **Game Access Privileges** – based on package purchased and the restrictions set forth herein.
18. **Game Navigation** – ability to navigate between multiple live games and between live games and archived content.

19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, iOS and Android tablets as set forth in the Audio Pass FSD. (For the 2012 NFL season, compatibility for iOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2013 or 2014 season, full browser support shall be provided as reasonably requested by Company.
20. **Game Tracker & Stats Integration** - provide the top level game information as set forth in the Audio Pass FSD, including, without limitation, the following elements that will all update in real time:
  - a. Game status (game time, quarter) and score
21. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) as set forth in the Audio Pass FSD will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by Company.
  - A) **Commenting and Annotated Timeline** - Include module on video application that allows users/subscribers to comment during games. Ability to click and "mark" audio during listening or rewind and add comments about selected section of audio.
22. **Content Storage** for up to 15,000 archived game content hours. Such amount is in addition to the storage capacity provided under Attachment A.
23. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance.
24. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Rewind + Audio Pass bundle package for \$XXL.XX / month) as set forth in the FSD.
25. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth in the FSD.
26. **Link to Download** - Ability for Game Pass Subscribers to link to NFL content download partners as set forth in the FSD **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
27. **DVR Functionality** – Ability for users to pause, rewind and fast-forward live and archived game audio / video as set forth in the FSD.
28. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states
29. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game.
30. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.

## II. ADDITIONAL AUDIO PASS SERVICES AND TERMS AND CONDITIONS:

1. Audio Pass Licensed Programming will be made available by NeuLion to paid subscribers to the Audio Pass Subscription Service ("Audio Pass Subscribers") on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Audio Pass Licensed Programming will be available in the Audio Pass Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to Audio Pass Subscribers as directed by Company (e.g., NeuLion will block Audio Pass Subscribers from accessing on-demand listening of Audio Pass Licensed Programming during certain time periods as directed by Company in its sole discretion). Audio Pass Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by radio arrangements or NFL broadcast policies as determined by Company in its sole discretion.

2. Company will determine the pricing for subscriptions to the Audio Pass Subscription Service in its sole discretion.
3. Company will market and promote the Audio Pass Subscription Service in its sole discretion.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By: [Signature]  
(Authorized Signature)  
ROY E REICHBACH  
Type or Print Name of Person Signing  
SECRETARY  
Title  
8/10/12  
Date

NFL Enterprises LLC

By: [Signature]  
(Authorized Signature)  
Harry Schneider  
Type or Print Name of Person Signing  
SVP  
Title  
8/15/2012  
Date



APPROVED [Signature]  
NFL Legal & Business Affairs

Approved by Finance [Signature]



## ATTACHMENT D PRESEASON LIVE SERVICES

This Attachment D is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated June 1, 2012. Capitalized terms used in this Attachment but not defined in this Attachment D shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment D, this Attachment D shall control, provided that the FSD shall prevail in the event of a conflict between the FSD and Attachment D.

### I. SERVICES PROVIDED:

For the 2012, 2013, and 2014 NFL preseason (at Company's sole discretion), the Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform customized in accordance with the FSD (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Preseason Live Subscription Service as detailed in the FSD. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL pre-season games (and potentially additional content e.g., audio programming), as determined by Company in its sole discretion ("Preseason Live Licensed Programming"), which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Preseason Live Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein and in the FSD (the "Preseason Live Subscription Service"), which shall be deemed a Subscription Service for purposes of the Agreement). The Preseason Live Licensed Programming as provided by Company pursuant to this Attachment D will not include any pre-game, post-game or half-time shows associated with NFL pre-season games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Preseason Live Subscription Service. NeuLion will be responsible for development, management and operation of the Preseason Live Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Preseason Live Subscription Service. The Preseason Live Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment D:

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services as set forth in the FSD.
2. **Open Integration with Product Catalog** - functionality which includes multiple content packages and price point variations as set forth in the FSD, including, without limitation:
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Preseason Live Subscription Service will be the United States of America and its territories, possessions and commonwealths (unless otherwise notified in writing by Company) (the "Preseason Live Territory"). NeuLion will comply in full with Preseason Live Territory restrictions (e.g., blackout requirements of certain games in certain television markets) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with Preseason Live Territory restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Preseason Live Subscription Service, and (ii) provide solely a live (or archived) video stream of the Preseason Live Licensed Programming from and on NeuLion's own servers, and not permit Preseason Live Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Preseason Live Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Preseason Live Licensed Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Preseason Live Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 13 of the Agreement.

Additionally, verification of a Preseason Live Subscriber's physical location will be based on, at a minimum, an IP address from a zip code within the Preseason Live Territory. Preseason Live Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Preseason Live Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Preseason Live Subscriber can access the Preseason Live Subscription Service from a country not included in the Preseason Live Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on” as set forth in the FSD.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's IPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database as set forth in the FSD.
9. **Customer Care**
  - A) Chat support during preseason live events (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support call inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules as set forth in the FSD.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Preseason Live Subscription Service to prospective subscribers) and the media player to present the Preseason Live Subscription Service as set forth in the FSD; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Preseason Live Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Preseason Live Licensed Programming.
12. **Look & Feel** – The Preseason Live Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each international distribution partner as set forth in the FSD or as otherwise directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Preseason Live Licensed Programming available through a custom skinned, broadband quality web page as set forth in the FSD.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** – allow for customized product pricing by partner and by territory if requested by NFL.
15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed as set forth in the FSD.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication** – Geo-filtering will be implemented as set forth above.
  - A) **Game Access Privileges** – based on package purchased
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content



19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, iOS and Android tablet devices as set forth in the FSD. (For the 2012 NFL season, compatibility for iOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2013 or 2014 season full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) **Game Tracker & Stats Integration** - provide the top level game information as set forth in the FSD, including, without limitation, the following elements that will all update in real time:
    - a. Game status (game time, quarter) and score
    - b. Field Position (down, distance, ball location, possession)
    - c. Drive Chart - display a graphical representation of game action
21. **Video on Demand** – provide access to segments of select game production and other NFL Network programming as set forth in the FSD (content to be provided by NFL at NFL's sole discretion). IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) as set forth in the FSD will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
  - A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video as set forth in the FSD.
23. **Content Storage** for up to 15,000 archived game content hours
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance as set forth in the FSD
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Preseason Live + Audio Pass bundle package for \$XX.XX / month) as set forth in the FSD.
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth in the FSD.
27. **Link to Download** - Ability for Preseason Live Subscribers to link to NFL content download partners as set forth in the FSD.
28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
29. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video as set forth in the FSD.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Integration of Radio Feeds** - Integrate and synchronize live and archived Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s)) as set forth in the FSD.
33. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.



34. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com as set forth in the FSD.

35. **Local Market Blackouts** – As directed by Company, NeuLion will ensure that certain games specified by Company are not made available (i.e., blacked out) to Preseason Live Subscribers in certain television markets specified by Company.

## II ADDITIONAL SERVICES AND TERMS AND CONDITIONS:

1. Preseason Live Licensed Programming will be made available by NeuLion to Subscribers to the Preseason Live Subscription Service ("Preseason Live Subscribers") on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Preseason Live Licensed Programming will be available in the Preseason Live Territory in the on-demand archive solely as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to Preseason Live Subscribers in a specific area as directed by NFL will be made available to Preseason Live Subscribers for on-demand access solely as directed by NFL.
2. NFL will determine the pricing for subscriptions to the Preseason Live Subscription Service in its sole discretion.
3. The NFL will market and promote the Preseason Live Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL pre-season games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Preseason Live Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length audio/video feeds of NFL pre-season games (i) in any language other than English in the Preseason Live Territory, (ii) outside the Preseason Live Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view basis, by subscription or otherwise. In the event that NFL elects to offer the Preseason Live Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).
5. NFL will determine the pricing for subscriptions to the Preseason Live Subscription Service in its sole discretion, provided that with respect to any week (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the Preseason Live Subscription Service NeuLion's share of Net Revenue (pursuant to Section 3 of the Agreement) attributable to the Preseason Live Subscription Service during such week shall equal not less than fifty cents (\$.50) multiplied by the number of Preseason Live Subscribers who logged into the Preseason Live Subscription Service during such week (the "Preseason Live Guarantee"), if each Member Club plays four (4) or more pre-season games during the applicable NFL season, provided that the Preseason Live Guarantee shall be twenty-five cents (\$.25) with respect to any NFL pre-season for which each Member Club plays less than four (4) pre-season games. In the event of a shortfall below the applicable Preseason Live Guarantee, NeuLion shall (i) notify NFL within ten (10) days following the Wednesday of the week in which such shortfall occurs and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of NFL's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the Preseason Live Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Attachment D as of the Second Amendment Effective Date.

NeuLion, Inc.

By: [Signature]  
(Authorized Signature)  
ROY E. ROCHSACH  
Type or Print Name of Person Signing  
SECRETARY  
Title  
8/10/12

Company NFL Enterprises LLC

By: [Signature]  
(Authorized Signature)  
Hans Schroeder  
Type or Print Name of Person Signing  
SVP  
Title  
8/15/2012

APPROVED  
NFL Legal & Business Affairs

Approved by Finance  
[Signature]



## NeuLion Service Order Form and Terms of Service

NeuLion, Inc., 1600 Old Country Road, Suite 101, Plainview NY 11803 TEL: (516) 622-8300 FAX: (516) 293-0220

Effective Date July 1, 2016

Company Name  
("Company"): NFL Enterprises LLC ("NFL" or "Company")

Company  
Address: 345 Park Ave., New York, NY 10154

Company Contact  
Name: David Marlo Phone: (310) 845-4792

Company Contact  
Title: Director, Commerce Email: david.marlo@nfl.com

**1. Term**

The Term of this Agreement shall commence on the Effective Date and continue until March 31, 2017, unless terminated earlier in accordance with the terms hereof and except as otherwise set forth below, provided that Company shall have the right, in its sole discretion and upon written notice to NeuLion on or before March 15, 2017 to extend the end date of the Term to March 31, 2018. In the event this Agreement is not renewed by March 31, 2017 (or March 31, 2018, if applicable), there will be, at Company's option, a four (4) month transition period through July 31 of that year ("Extension Period"), in which NeuLion shall, subject to the terms and conditions of this Agreement, provide the Extended User Services Support and be paid only the fees as set forth in Section 2(e) below.

**2. Services**

- a) The services to be provided by NeuLion under this Agreement are set forth below and in the Attachments, including, without limitation, the setup and back office operation of the services identified in the Attachments and all materials of any kind delivered to Company in connection with such services (each, a "Service" and collectively, the "Services"). The Attachments set forth the Services to be performed by NeuLion in connection with, as applicable, the "International Subscription Service" (Attachment A) and the Domestic Subscription Service (Attachment B) (each, a "Subscription Service" and together, the "Subscription Services"). NeuLion shall support the Subscription Services with at least the same level of resources as utilized during the 2015 NFL season. Without limiting the foregoing, NeuLion will designate a dedicated account manager for Company throughout the Term. NeuLion will implement sponsor integrations as directed by Company (e.g., branded player, insertion of sponsor ad units during commercial breaks).
  - i. As requested by Company, NeuLion will provide free access to a limited amount of content within the International Subscription Services for marketing and promotional purposes (and/or an unlimited amount with respect to the Domestic Subscription Service). Additionally, Company may designate certain countries in which the International Subscription Service (or a part thereof) may be made available to users on a free basis, provided that the parties mutually agree upon reimbursement by Company to NeuLion of streaming costs associated therewith.
- b) The Services to be provided by Company under this Agreement shall consist of making the Licensed Programming (as defined in Attachments) available (at Company's expense) to NeuLion for use in the applicable Subscription Service, unless otherwise set forth in this Agreement.
- c) Any and all Subscription Services hereunder will be "white label" services, which will be exclusively branded by NFL without any attribution to NeuLion except to the extent pre-approved in writing by Company (such consent to be granted or withheld in Company's sole discretion).
- d) The Services to be performed by NeuLion pursuant to this Agreement shall also include the following services:



- i. Additional Services Related to Subscription Services with Additional Fee. In consideration for the annual additional fee set forth in Section 3(e), NeuLion will provide the following additional services related to the Subscription Services:
  1. Backup/Failover Architecture & Disaster Recovery center. NeuLion will provide enhanced backup/failover architecture in a form mutually agreed by the parties, which will be at least as robust as the system implemented for the 2015 NFL season that will include a total redundant path (for all signal acquisition, encoding/transcoding, and other technical services), and separate operational facility for such support (IE: Disaster Recovery center). Such architecture & disaster recovery center will support all Services.
  2. RedZone fiber backup to serve as a secondary feed for NFL RedZone
  3. Pre-season streaming: Vyvx signal acquisition for preseason games not normally captured through regular signal acquisition.
  4. Radio Station Audio Service. NeuLion will provide home, away and national radio signal acquisition (English and Spanish), encoding and subsequent audio stream delivery (in a manner that is at least at the same level as compared to 2015) in support of Subscription Services. Encoding of each radio feed will include NeuLion's adaptive streaming format, RTMP and Apple HTTP live streaming (HLS). Based on radio broadcaster requirements, advertisements blocking/substitution with NFL supplied audio tracks will also be provided for specified radio stations.
- ii. Ancillary Services Related to Subscription Services (No Additional Fees)
  1. End-to-End Video Service. NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode, as well as service for adaptive streaming of video content (including support for CDN caching, load balancing and real time QoS monitoring) and post processing of live game content for archive and VOD access.
  2. Additional editing / monitoring relating to features included across the Subscription Services, including coaches film, condensed games, etc.
  3. Other ancillary services related to the International Subscription Services that were provided during the 2015 NFL season.
  4. NeuLion will develop and support mobile applications (iOS, Android and Microsoft platforms for mobile phones and tablets) to make International Subscription Services available via such platforms and/or cooperate with Company and Company-designated third parties to facilitate the integration of International Subscription Services into mobile applications made available by Company and/or Company-designated third parties. The specific Android tablet devices that will be supported by NeuLion with respect to each NFL season during the Term will be mutually agreed upon by the parties by April 1 (or such other date as mutually agreed by the parties) prior to each such NFL season.
  5. NeuLion will develop and support applications to provide access to International Subscription Services via "connected" television and/or game consoles and/or cooperate with Company and Company-designated third parties to provide access to International Subscription Services through third party applications for these platforms.
  6. NeuLion will continue to provide user access authentication/identify management services at the commencement of the 2016 season with the intention of transitioning these services back to the Company once the required technology is available

iii. Additional Services Not Related to Subscription Services

1. **Third Party Audio Streaming.** If requested by Company, the parties will work in good faith to mutually agree upon addition support from NeuLion, subject to mutually agreeable terms, in connection with third party audio streaming
  2. **Canadian Local Broadcasts.** As requested by Company, NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode of Canadian broadcaster telecasts for select live game. Canadian broadcasts will be provided as select in-market streams in Canada only.
  3. NeuLion will work with Company and Company-designated MVPDs (which may be added from time to time at the NFL's sole discretion) to provide authenticated subscribers to such MVPDs online access to NFL Network and NFL RedZone (and/or other networks as directed by Company) consistent with such Services performed by NeuLion in 2015.
  4. If requested by Company, NeuLion will make commercially reasonable efforts to provide additional support in connection with replacement of advertisements for game audio streams. The specific plan for implementing the advertising replacement will be mutually determined by the parties. Any additional requirements or terms will be defined in an addendum to this Agreement.
- e) Throughout any Extension Period, NeuLion will continue to support the Services described herein other than delivery of any live game content or any additional development work ("Extended User Services Support"). The **REDACT**
- f) NeuLion will provide tracking, reporting, collection and remittance of value added tax ("VAT") in respect of the gross subscription revenues received by NeuLion from paid subscribers of the International Subscription Services utilizing NeuLion's VAT identification number (the "VAT Service"). This additional service will apply only to web and mobile web purchases, and does not include in-app purchases from IOS and Android apps.

NeuLion will comply with all applicable laws relating to VAT in performing the VAT Service. In particular NeuLion shall remit all amounts properly payable when due to each of the following countries' appropriate taxing authorities in accordance with the country VAT rate and laws. Such VAT rates are currently:

Country	VAT Rate
Austria	20%
Belgium	21%
Bulgaria	20%
Croatia	25%
Cyprus	19%
Czech Republic	21%
Denmark	25%
Estonia	20%
Finland	24%
France	20%

Greece	23%
Hungary	27%
Ireland	23%
Italy	22%
Latvia	21%
Lithuania	21%
Luxembourg	17%
Malta	18%
Netherlands	21%
Poland	23%
Portugal	23%
Romania	20%
Slovak Republic	20%
Slovenia	22%
Spain	21%
Sweden	25%
Germany	19%
Great Britain	20%

1. NFL has the option to add additional countries and shall be responsible for notifying NeuLion from which countries to collect VAT.
2. Effective as of the beginning of the 2016-2017 season, NeuLion will be responsible for the VAT Service. NeuLion is not liable for VAT tax collection or remittance in the period of time prior to the 2016-2017 season.

### 3. Revenue Share and Fees; Reports

**REDACT**



# REDACT



# REDACT

#### **4. Payment Processing; Security**

If NeuLion requires access to Company's facilities, computer systems or networks in order to perform the Services, NeuLion will abide by Company's generally applied policies and protocols regarding security and access, it being understood that Company will provide prior notice (which may be provided by email) of such policies and protocols and the parties will cooperate in good faith as necessary to effectuate implementation. NeuLion shall be responsible for all payment processing in connection with the International Subscription Services, as may be further described in the Attachment A, including, without limitation, collection of applicable taxes (if any). NeuLion acknowledges and agrees to the following:

- a) NeuLion is responsible for securing all private information, including, but not limited to, credit card data (collectively "Private Information") in NeuLion's possession or as provided to NeuLion in connection with the Services;
- b) NeuLion shall adhere to all Payment Card Industry ("PCI") security requirements, and NeuLion will be listed as the merchant on Subscribers' credit card statements (i.e., the entry will be listed as "NeuLion, Inc./NFL Product");
- c) NeuLion shall only use the Private Information for assisting parties in completing a transaction, supporting a loyalty program, providing fraud control services or as specifically required by law;
- d) NeuLion agrees to offer full cooperation to a payment card industry representative or authorized third party during a security review after a security intrusion;
- e) Upon termination or expiration of the Agreement, NeuLion shall continue to treat the Private Information as Confidential Information (as defined below); and
- f) NeuLion shall provide NFL with a letter from an acquiring bank or credit card vendor indicating that NeuLion is following the PCI data security standards as set forth by the PCI Security Standards Council.

#### **5. Analytics**

NeuLion shall incorporate Company's tracking tags (e.g., Omniture) into the purchase path and product pages for each Subscription Service. A reasonable timeline for such code implementation will be mutually agreed upon by NeuLion and Company. NeuLion shall use best efforts promptly (taking into account high traffic volume days) to repair the tags in the event that the tags fail to function properly. Additionally, NeuLion shall use best efforts to place pixel codes on the

registration page for each Subscription Service so that Company may track marketing campaign performance and conversion rates.

#### **6. Network Operations and System Monitoring**

NeuLion shall incorporate Company's AppDynamics monitoring infrastructure to provide Company server-level visibility into the NeuLion backend dedicated to the Company. NeuLion will deploy an AppDynamics agent on backend servers in PRD and STG environments to communicate traffic, errors and performance metrics to a SaaS AppDynamics controller. Company will provide to NeuLion at no cost (i) the required agent software, and (ii) access to the SaaS AppDynamics controller. The Company and NeuLion will each designate a technical lead to manage the AppDynamics monitoring.

#### **7. Independent Contractor**

NeuLion is an independent contractor of Company. Accordingly, no party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either party (i) be deemed an employee of the other party, (ii) commit the other party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other party or a Person with the authority to commit the other party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

#### **8. Compliance with Law**

Both Company and NeuLion shall comply with any and all applicable Federal, State and local Laws in connection with their respective performance under this Agreement.

#### **9. Deliverables and Intellectual Property Rights**

The parties understand and agree that NeuLion shall utilize its (and/or its affiliates') pre-existing proprietary intellectual property ("NeuLion IP") in the development and delivery of the Services provided for herein. As between the parties hereto, NeuLion shall be the owner of the NeuLion IP, which Company shall be entitled to use on a non-exclusive, worldwide royalty-free basis in connection with the use and distribution of the Services. The Licensed Programming is the sole and exclusive property of Company. Company exclusively will own all right, title and interest in and to all Licensed Programming, NFL Marks (defined below), and all other materials provided by (or on behalf of) Company to NeuLion hereunder (collectively, the "Company Content"), including, without limitation, all intellectual property and proprietary rights embodied therein, all protectable information and materials in any data, video or audio feeds, the names of the Subscription Services, the content, design and URL of the splash/demo page, and all other content with respect thereto, and nothing in this Agreement confers and rights therein or thereto to NeuLion. The content derived from NeuLion's services hereunder (collectively, the "Work") shall be deemed to be "works made for hire" for Company under the federal copyright laws, with Company as the author and exclusive owner thereof, or in the event the Work does not qualify as a "work-made-for-hire" for Company, NeuLion hereby irrevocably and exclusively assigns and transfers to Company all right, title and interest in and to the Work including, without limitation, all copyrights therein throughout the world in perpetuity in any and all media, now known or hereafter devised. NeuLion agrees to give Company reasonable assistance to perfect such assignment of such rights, title and interest. Each party (the "First Party") acknowledges that the tradenames and trademarks of the other party (the "Other Party") and any other names or marks associated with the Other Party are the exclusive property of the Other Party and/or one or more entities affiliated with such Other Party and that the First Party has not and will not acquire any proprietary rights therein by reason of this Agreement. As clarification, neither party shall use any such names or marks of the Other Party without the prior written consent of the Other Party. For the avoidance of doubt, except to the extent necessary to perform the Services, NeuLion shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFL in each instance (such consent to be granted or withheld in NFL's sole discretion). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. NeuLion acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to the National Football League and the Member Clubs. NeuLion agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, NeuLion recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal



remedies. NeuLion recognizes that the great value and goodwill associated with the NFL Marks belongs to the National Football League and the Member Clubs and that the NFL Marks have secondary meaning. NeuLion shall have no right to issue any press release regarding this Agreement without the prior written consent of Company.

#### **10. Data Processing**

a) NeuLion warrants and represents that:

- i. NeuLion shall process information relating to an identified or identifiable living person or persons who can be identified from those data, either independently, or with other information which is in the possession of, or is likely to come into the possession of NeuLion ("Personal Data") in accordance with any relevant data protection or privacy laws and laws protecting the confidentiality of communications to which the Company is subject from time to time ("Applicable Law") and as specifically directed and authorized by the Company and NeuLion shall adhere to any and all requests made by the Company to amend, transfer or delete all or any part of any Personal Data processed by NeuLion;
- ii. NeuLion shall adopt and maintain technical and organizational measures to protect all Personal Data against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of processing;
- iii. NeuLion shall notify the Company as soon as reasonably practicable (and in any event within three business days) of any actual or threatened security breach (as defined under any Applicable Law) or of any other accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and all other unauthorized or unlawful forms of processing and NeuLion shall, at its sole cost and expense, take all appropriate actions to contain, investigate and mitigate the effects of any such incidents;
- iv. NeuLion shall retain Personal Data only for as long as necessary to perform the Services, or as required by Applicable Law. Upon expiration or termination of this Agreement, or at any time at the Company's direction, NeuLion shall immediately return or, at the Company's sole election, safely destroy all Personal Data and all copies thereof in its possession or under its control and send the Company written certification acknowledging the return, or destruction, of the Personal Data; and
- v. NeuLion shall provide prompt notification to the Company of any complaint, notice or communication received from any individual relating to such individual's right under Applicable Law to access, modify or correct any Personal Data relating to that individual and NeuLion shall comply with all the Company's directions in responding to any such complaints, notices or communications.

b) NeuLion shall not disclose any Personal Data to any third parties whatsoever, unless such disclosure is:

- i. limited to the relevant and minimum amount necessary to perform the Services and subject to the Company's prior written approval, provided that such disclosure shall be made pursuant to the terms of a written agreement between NeuLion and the applicable third party recipient, such written agreement to incorporate terms that are equivalent to those contained in this section 10; or
- ii. required by Applicable Law, in which case NeuLion shall promptly provide written notification to the Company of such obligation to disclose ahead of complying with any such request.

c) NeuLion acknowledges and agrees that the Company may, upon providing reasonable notice, inspect NeuLion's processing of Personal Data that NeuLion will provide all resources and materials necessary for the Company to conduct such inspection and that NeuLion shall respond promptly to all the Company's inquiries regarding NeuLion's processing of Personal Data.

#### **11. Representations and Warranties**

Each party represents and warrants that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) the Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms. NeuLion further represents and warrants that: (a) the Services (including, without limitation, the NeuLion IP and the Work), when used as contemplated, do not and will not violate or infringe any right of any person or entity and do not and will not require Company to pay any additional fees or secure any additional licenses to use the Services; (b) NeuLion will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with the applicable Attachment and all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations hereunder; and (c) NeuLion has not taken and will not take any action that interferes in any manner with Company's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement. Company further represents and warrants that it (and/or its "Affiliates" (which shall mean the National Football League, NFL Ventures, Inc. and NFL Ventures, L.P. and its subsidiaries or any entity owned, at least in part, by all 32 of the Member Clubs or their



controlling owners)) owns the copyright in and to the Licensed Programming and that the NFL Marks do not infringe the rights of any third party.

**12. Limited Service Warranty**

NeuLion warrants that the Services will operate in accordance with the applicable Attachment pursuant thereto (all of which are hereby incorporated by reference in to this Agreement). If it is determined that the Service does not operate according to such specifications, NeuLion's shall use its best efforts to cure promptly the defect. EXCEPT AS OTHERWISE SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PARTY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR USE OF THE NFL MARKS IN VIOLATION OF THIS AGREEMENT OR PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

**13. Indemnification; Defense; Cooperation**

- a) Each party (the "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, judgments, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with (i) any breach, or in the case of a third party claim, alleged breach, of any representation, warranty, covenant or agreement of such Indemnifying Party (ii) any material breach, or in the case of a third party claim, alleged material breach, of any other of the terms hereof.
- b) The Indemnifying Party shall, upon the other party's demand, promptly and diligently defend, at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided that the Indemnifying Party may not enter into any settlement pursuant to its indemnification obligation without the prior written consent of the Indemnified Party (which consent may be given or withheld in the Indemnified Party's reasonable discretion). In the case of Company as the Indemnified Party, NeuLion's foregoing obligations to indemnify, defend and hold harmless set forth in this Section 9 shall extend to the National Football League and its Member Clubs, NFL Ventures, L.P. and its subsidiaries and NFL Ventures, Inc., and each of their affiliates, officers, directors, shareholders, agents, representatives and employees.
- c) At the Indemnifying Party's expense, the Indemnified Party shall provide reasonable cooperation in connection with the investigation, defense or prosecution of any action, suit or proceeding subject to indemnification hereunder.
- d) The provisions of this Section shall survive the expiration or termination of this Agreement.

**14. Assignment; Amendment; Waiver; Subcontracting**

NeuLion may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of Company (such consent to be granted or withheld in Company's sole discretion). Company may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of NeuLion, to a Company Affiliate. This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**15. Termination**

This Agreement, including all Attachments, or any individual Attachment(s) hereunder, may be terminated (i) in the event of a material breach of this Agreement that has gone uncured for a period thirty (30) days after written notice of such breach has been given, (ii) immediately upon the insolvency of or the filing of a petition of bankruptcy by a party, (iii) upon mutual written Agreement of the parties, (iv) if, during the Term, any applicable law or regulation subjects a Subscription Service to a regulation that would materially frustrate the purpose of this Agreement, Company will have the right to terminate this Agreement on thirty (30) days' written notice to the other party, (v) in accordance with any other provisions of this



Agreement expressly addressing termination. In addition, Company may terminate immediately if it receives notice of any claim or allegation (including a demand for license) that the technology used in the streaming media platform, the territorial restriction technology or any other technology that NeuLion implements as part of a Subscription Service, excluding the Company Content, has infringed the intellectual property of any third party.

Also, in the event that Company, acting in good faith, determines in its sole discretion (regardless of whether or not NeuLion has breached any of its obligations hereunder), that:

(i) a Subscription Service is not or cannot be geographically restricted sufficient to protect the Company's other game telecast licensees (including the prevention of "signal jumping" of Internet feeds from a target country back to a country not in the territory in which a Subscription Service may be distributed hereunder ("Territory", as further defined with respect to each Subscription Service in the applicable Attachment);

(ii) certain Licensed Programming is not or cannot be adequately protected from capture, duplication, retransmission or other piracy;

(iii) consumers are receiving or will receive access to a Subscription Service without paying the subscription price;

(iv) the continued operation of a Subscription Service would expose the Company to any legal or regulatory liability as the result of any law, regulation, order, decree or other proceeding as the result of local Territory laws, regulations, etc.; or

(v) the continued operation of a Subscription Service is not protecting or cannot protect the security of the Licensed Programming.

Company will have the right to require NeuLion to suspend immediately any or all of the Subscription Services (temporarily or permanently) in its entirety or with respect to any given consumer, set of consumers, country or other territory where such violation occurs. In the event of any such suspension or termination hereunder with respect to a particular Subscriber, group of Subscribers, territory, country or the Agreement as a whole, the parties (in proportion to their respective interests in the Net Revenues will provide for partial or total refunds (as determined by Company) to affected Subscribers who have not violated the terms of their subscription agreements, provided that neither Company nor NeuLion shall be liable for such refunds in amounts in excess of the Net Revenues earned by such party. NeuLion will draft (as directed by Company subject to Company approval) appropriate terms of use for each Subscription Service in accordance with the terms of this Agreement and require all Subscribers to affirmatively accept such terms of use, which shall expressly confirm that refunds shall not be available for Subscribers who violate such terms of use (including without limitations terms applicable to the Territory and prohibitions on download or other capture of Licensed Programming).

#### **16. Confidentiality**

"Confidential Information" shall include: (i) the terms and conditions of this Agreement, (ii) all non-public, proprietary information relating to the customers of either party, including customer lists, (iii) all non-public information obtained by NeuLion regarding Company and its businesses, and (iv) all information one party provides to the other which is clearly identified in writing as confidential or proprietary. Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) made available for third parties to use, or (b) used for any purpose other than performing the duties to be performed hereunder. Each party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all of the terms of this Section and shall be responsible for ensuring compliance with same. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no negligent or wrongful act of the receiving party; (ii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iii) it is independently developed by the receiving party; (iv) it is disclosed pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's direction, either return or destroy all of the disclosing party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

NeuLion acknowledges that, as between the parties, Company shall own any information, including, without limitation, any customer list, information (e.g., name, address, email address) or database created or developed in connection with the Services (the "Data"). NeuLion shall have no rights in or to the data in the Data. NeuLion represents and warrants that: (i) it will not use or disclose such Data for any purpose without the written permission of Company, except as necessary to effectuate this Agreement; (ii) it will treat the Data as Confidential Information; (iii) it will not transmit or maintain the Data outside of the United States or Canada; and (iv) following transfer by NeuLion of the Data as directed by Company (to Company and/or a third party designated by Company), NeuLion will delete such Data from any storage device on which the information is maintained upon the termination or expiration of this Agreement. NeuLion further represents and warrants



that, with respect to the Data, NeuLion shall faithfully comply with and adhere to: (a) all of the terms of the NFL.com Privacy Policy, as in effect at the time the Data is collected, and (b) all applicable laws, government rules and regulations, court and administrative decrees, and the highest standard of business ethics then prevailing in the industry with regard to the collection and use of data.

#### 17. Insurance

During the Term, NeuLion shall obtain and maintain the following insurance coverages, evidence (satisfactory to Company) of which must be provided to NFL (Attn: Christina Conrad) within thirty (30) days after execution of this Agreement by both parties.

- a) Commercial General Liability ("CGL") insurance in accordance with the following:
  - i. Coverage: CGL insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), and including coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury.
  - ii. Coverage Limits: CGL coverage limits must be no less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
  - iii. Defense: Coverages must include a duty to defend.
  - iv. Additional Insureds: Coverages must name each of the NFL Indemnified Parties as additional insureds and must be primary for the additional insureds with no right of subrogation against any additional insureds.
  - v. Insurer: Insurers must be licensed in all jurisdictions in which the Services are to be rendered.
- b) Workers' Compensation and Employer's Liability insurance:
  - i. Limits:
    - 1. Workers' Compensation – statutory limits
    - 2. Employer's Liability – not less than one million dollars (\$1,000,000).
  - ii. Cancellation Provision: Coverages must be endorsed to provide Company with thirty (30) days' written notice of cancellation, material change or non-renewal.

#### 18. Audit

**REDACT**

#### 19. No Third Party Beneficiaries

Except for Company's Affiliates, this Agreement is entered solely by and between the Parties and shall not be deemed to create any rights in or obligations to any third parties.

#### 20. Force Majeure

**REDACT**

# REDACT

**21. Consent to Jurisdiction and Venue; Governing Law**

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in a State or Federal Court in New York, New York and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**22. Notices**

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) deemed given or made on the date three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, if addressed to the President or Chief Executive Officer of the party at the address specified above for the party, or in each case to such other persons or addresses as shall be designated by written notice, provided that the initial address for notice to Company shall be:

NFL Enterprises LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Vice President, Media Strategy  
with a copy to: Daniel Malin, Counsel

**23. Severability**

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable (collectively, "Invalid"), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event a material term is so held Invalid, Company shall have the right to terminate this Agreement upon written notice to NeuLion.

**24. Survival**

All provisions of this Agreement that should be reasonably expected to survive expiration or termination, including, without limitation, Sections 8 (Deliverables and Intellectual Property Rights), 11 (Indemnification), 14 (Confidentiality), 19 (Consent to Jurisdiction and Venue; Governing Law) and 20 (Notice) shall so survive any expiration or termination of this Agreement.

**25. Entire Agreement; Execution in Counterparts**

This Agreement (including, without limitation, the Attachments hereto) represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

**EXECUTION COPY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written

**NeuLion, Inc.**

By: [Signature]  
(Authorized Signature)  
Roy E Hercowitz  
Type or Print Name of Person Signing  
PRESIDENT + CEO  
Title  
8/1/16  
Date

**NFL Enterprises LLC**

By: [Signature]  
(Authorized Signature)  
David Juraska  
Type or Print Name of Person Signing  
VP, Digital Media  
Title  
8/3/16  
Date

Approved by Finance

SM

APPROVED RM  
NFL LEGAL & BUSINESS AFFAIRS



**ATTACHMENT A**  
**GAME PASS INTERNATIONAL SUBSCRIPTION SERVICE**

This Attachment A is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July 1, 2016. Capitalized terms used in this Attachment but not defined in this Attachment A shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment A, this Attachment A shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Game Pass International Subscription Service. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network, NFL RedZone and NFL RedZone En Espanol programming), as determined by Company in its sole discretion ("Game Pass International Licensed Programming", which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Game Pass International Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein (the "Game Pass International Subscription Service", which shall be deemed the International Subscription Service for purposes of the Agreement). The Game Pass International Licensed Programming as provided by Company pursuant to this Attachment A will not include any pre-game, post-game or half-time shows associated with NFL preseason, regular-season and playoff games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Game Pass International Subscription Service. NeuLion will be responsible for development, management and operation of the Game Pass International Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass International Subscription Service. The Game Pass International Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment A:

1. **Payment Gateway Integration** – 3rd party credit card authorization and billing services.
2. **Open Integration with Product Catalog** - functionality which includes multiple content package and price point variations, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card** and Coupon code support (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Game Pass International Subscription Service will be worldwide, excluding the United States, Bermuda, Antigua, the Bahamas, and any U.S. territories, possessions and commonwealths (including American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands) (the "Game Pass International Territory") as such restrictions may be revised by NFL in its sole discretion, which changes will be promptly implemented by NeuLion. NeuLion will comply in full with Game Pass International Territory restrictions (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with Game Pass International Territory restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement.  
NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Game Pass International Subscription Service, and (ii) provide solely a live (or archived) video stream of the Game Pass International Licensed Programming from and on NeuLion's own servers, and not permit Game Pass International Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass International Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass International Licensed Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied

consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass International Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 13 of the Agreement.

Additionally, verification of a Game Pass International Subscriber's country of residence will be based on, at a minimum, an IP address from a country within the Game Pass International Territory. Game Pass International Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Game Pass International Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Game Pass International Subscriber can access the Game Pass International Subscription Service from a country not included in the Game Pass International Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on”.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** - support the real-time transfer of user data and purchase history to NFL marketing database.
9. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Game Pass International Subscription Service to prospective subscribers) and the media player to present the Game Pass International Subscription Service; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Game Pass International Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Game Pass International Licensed Programming.
12. **Look & Feel** – The Game Pass International Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each international distribution partner as directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Game Pass International Licensed Programming available through a custom skinned, broadband quality web page.
13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** –allow for customized product pricing by partner and by territory if requested by NFL.



15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication – Geo-filtering** will be implemented as set forth above.
  - A) Game Access Privileges – based on package purchased
  - B) In the event of any issue with the Game Pass International Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass International Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content
19. **Platform and browser compatibility** – Chrome, IE, Safari, and Firefox on Windows and Mac, iOS and Android smartphones and tablet. (For the 2015 NFL season, compatibility for IOS and Android browsers on smart phones and tablets shall be for purchase pages only.) Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2016 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) Game Tracker & Stats Integration - provide the top level game information, including, without limitation, the following elements that will all update in real time:
    - a. Game status (game time, quarter) and score
    - b. Field Position (down, distance, ball location, possession)
    - c. Drive Chart - display a graphical representation of game action
21. **Video on Demand** – provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
  - A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video.
23. **Content Storage** for archived game content (including radio broadcast games) as determined by NFL.
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance.
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Pass + Audio Pass bundle package for \$XX.XX / month).
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth by NFL.
27. **Link to Download** - Ability for Game Pass International Subscribers to link to NFL content download partners.
28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).



29. **DVR Functionality** – Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states.
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Radio Feeds** – International Subscription Service support of radio game broadcast audio:
  - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
  - B) Provide audio only streaming of radio broadcasts of non-live games
33. **Referral Program** – Refer-A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.
34. **Localized Currency** - Provide ability for users to pay in local currency, in addition to US Dollars. Currencies offered at the discretion of Company and provided that the third party payment processor supports that currency.
35. **Translations Support** – Ability for users to view Game Pass International ecommerce pages and product applications (media players) in different languages. NeuLion shall provide formatted text copy files in English which then Company is responsible for providing translated versions. Languages offered at the discretion of Company.
36. **Fantasy Integration** – Ability for Game Pass International Subscribers to access their NFL.com Fantasy information within the Game Pass International application experience, such as match-ups, scores, standings, individual player scores.
37. **NFL.com Integration** – Provide video players and entitlements data, in order for Company to integrate throughout NFL.com.

## **II. ADDITIONAL SERVICES AND TERMS AND CONDITIONS:**

1. Game Pass International Licensed Programming will be made available by NeuLion to Subscribers to the Game Pass International Subscription Service ("Game Pass International Subscribers") on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Game Pass Licensed Programming will be available in the Game Pass International Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to Game Pass International Subscribers as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to Game Pass International Subscribers in a specific country will be made available to Game Pass International Subscribers for on-demand access as directed by NFL.
2. NFL will determine the pricing for subscriptions to the Game Pass International Subscription Service in its sole discretion.
3. The NFL will market and promote the Game Pass International Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet to (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Game Pass International Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length audio/video feeds of NFL regular-season and playoff games (i) in any language other than

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English in the Game Pass International Territory, (ii) outside the Game Pass International Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view basis, by subscription or otherwise. In the event that NFL elects to offer the Game Pass International Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).

- 5 NFL will determine the pricing for subscriptions to the International Subscription Service in its sole discretion, provided that with respect to any week (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the Game Pass International Subscription Service NeuLion's share of Net Revenue (pursuant to Section 3 of the Agreement) attributable to the Game Pass International Subscription Service during such week shall equal not less than sixty cents (\$.60) multiplied by the number of Game Pass International Subscribers who logged into the Game Pass International Subscription Service during such week (the "Game Pass International Guarantee"). In the event of a shortfall below the Game Pass International Guarantee, NeuLion shall (i) notify NFL within ten (10) days following the Wednesday of the week in which such shortfall occurs and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of NFL's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the Game Pass International Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**NeuLion, Inc.**

By: [Signature]  
(Authorized Signature)  
JOY E. KENCIBAEN  
Type or Print Name of Person Signing  
PRESIDENT + CEO  
Title  
8/1/16  
Date

**NFL Enterprises LLC**

By: [Signature]  
(Authorized Signature)  
David Jurek  
Type or Print Name of Person Signing  
VP, Digital Media  
Title  
8/3/16  
Date

Approved by Finance

SM

APPROVED RM  
NFL LEGAL & BUSINESS AFFAIRS



## ATTACHMENT B

## GAME PASS DOMESTIC SUBSCRIPTION SERVICE STATEMENT OF WORK

This Attachment B is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July 1, 2016. Capitalized terms used in this Attachment but not defined in this Attachment B shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment B, this Attachment B shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform applicable to the Game Pass Domestic Subscription Service (as defined below), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related content. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network programming) as determined by Company in its sole discretion ("Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on a live and on-demand video archive basis (subject to the restrictions as set forth herein) to broadband users solely in the Game Pass Domestic Territory (as defined below) on a purchased subscription basis via the NeuLion-developed web media player as more fully described herein (the "Game Pass Domestic Web Subscription Service", which shall be deemed the Domestic Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Game Pass Domestic Web Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass Domestic Web Subscription Service. The Game Pass Domestic Web Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment B.

1. **Payment Gateway Integration** – Migration of all credit card billing information from existing NeuLion services to identified NFL payment provider. Ensure that all necessary user billing data is shared in a secure fashion to the new provider.
2. **Territory Restrictions and Geo-Filtering** – The Territory of the Domestic Subscription Service will be limited to the United States, and its territories, possessions and commonwealths (the "Game Pass Domestic Territory"). The Game Pass Domestic Web Subscription Service will comply in full with Game Pass Domestic Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by the NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement.

NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely a live and archived video stream of the Game Pass Domestic Licensed Programming from and on NeuLion's own servers, and not permit Game Pass Domestic Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass Domestic Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass Domestic Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass Domestic Licensed Programming from the Service. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement.

Additionally, the Game Pass Domestic Web Subscription Service verification of a Game Pass Domestic Subscriber's country of residence will be based on, at a minimum, an IP address from a location within the Game Pass Domestic Territory. Game Pass Domestic Subscribers will not be permitted to sign-up from an IP address registered in a location not included in the Game Pass Domestic Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Game Pass Domestic Subscriber can access the Game Pass Domestic Web Subscription Service from a location not included in the Game Pass Domestic Territory.

3. **Purchase Support** – The Game Pass Domestic Web Subscription Service will direct Domestic Subscription Service Subscriber purchase requests (based on IP) to the NFL hosted Game Pass Domestic purchase pages(s).



4. **NFL SSO** – integration with NFL.com SSO to ensure that user requesting the Game Pass Domestic Web Subscription Service is allowed and authorized to watch content.
5. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool (Adobe Omniture). The Game Pass Domestic Web Subscription Service collects detailed browsing and streaming information for usage and marketing analysis.
6. **Customer Care**
  - A) Chat support during live event weeks (preseason, regular season, and postseason games) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support call inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Utilization of tools provided by NFL for purchases of the Domestic Subscription Service to look up users, account status, and provide refunds where possible. Tools can be provided by NFL or tools could be provided from new Payment Provider.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
  - F) Pre-game monitoring for preseason games of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
7. **Event Production:** NeuLion will be responsible for all necessary “back end services” (including, without limitation, signal acquisition, encoding, content storage and serving, and a separate Domestic Subscription Service application server pool) for the Game Pass Domestic Licensed Programming. Additionally, NeuLion will be responsible for audio/video editing to ensure that the archive Game Pass Domestic Licensed Programming made available to Game Pass Domestic Subscribers will not include any pre-game, post-game or half-time shows associated with NFL games; commercial breaks; musical elements associated with a network’s cutting to or from commercial breaks; or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Domestic Subscription Services.
8. **Look & Feel** – The Game Pass Domestic Web Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as directed by Company.
  - A) User Interface – using a secure URL structure, make Game Pass Domestic Licensed Programming available through a custom skinned, broadband quality web page.
9. **Video Quality** – the highest attainable quality, based upon the Game Pass Domestic Subscriber’s connection speed.
10. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
11. **User Access Authentication** – The Game Pass Domestic Web Subscription Service will implement geo-filtering as set forth above.
  - A) Game Access Privileges – based on NFL SSO entitlement and the restrictions set forth herein.
  - B) In the event of any issue with the Domestic Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL’s request, make available the Game Pass Domestic Web Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
12. **Game Navigation** – The Game Pass Domestic Web Subscription Service will provide the ability to navigate between multiple live and archived games and other content.

13. **Platform and browser compatibility** – The Game Pass Domestic Web Subscription Service will support Chrome, IE, Safari, and Firefox on Windows and Mac.
14. **Multiple Game Feeds (e.g. Quad View)** – The Game Pass Domestic Web Subscription Service will offer the consumer the ability to watch up to 4 games simultaneously (regardless of live or on-demand).
  - A) Game Tracker & Stats Integration - The Game Pass Domestic Web Subscription Service will provide the top level game information, including, without limitation, the following elements that will all update in real time:
  - B) Game status (game time, quarter) and score
15. **Content Storage** for archived game content (including radio broadcasts of games) as determined by NFL
16. **DVR Functionality** – The Game Pass Domestic Web Subscription Service will provide the ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
17. **Synchronized Stats** - The Game Pass Domestic Web Subscription Service will ensure that game stats are synchronized to video payout in both the live and archive game states.
18. **Audio/Video Timeline, Game Navigation and Chapter Marking** - The Game Pass Domestic Web Subscription Service will mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
19. **Video on Demand** – The Game Pass Domestic Web Subscription Service will provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film.
20. **NFL.com Integration** – Provide video players, in order for Company to integrate throughout NFL.com.
21. **Radio Feeds** - The Game Pass Domestic Web Subscription Service support of radio game broadcast audio:
  - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
  - B) Provide option for audio only streaming of radio broadcasts of live games that are blacked out
  - C) Provide audio only streaming of radio broadcasts of non-live games
22. **Domestic Subscription Service Support for NFL Developed Apps** – NeuLion will provide APIs (and associated documentation) for NFL to request secured streaming playback URLs, via authenticated security tokens, for use by NFL developed applications to play Game Pass Domestic Licensed Programming.

## **II. ADDITIONAL GAME PASS DOMESTIC SERVICES AND TERMS AND CONDITIONS:**

1. Game Pass Domestic Licensed Programming will be made available by the Game Pass Domestic Web Subscription Service to paid subscribers to the Game Pass Domestic Subscription Service ("Game Pass Domestic Subscribers") on a live and on-demand basis in accordance with the terms hereof. All games included in the Game Pass Domestic Licensed Programming will be available in the Game Pass Domestic Territory in the on-demand archive. On-demand content will be available to Game Pass Domestic Subscribers as directed by Company (e.g., the Game Pass Domestic Web Subscription Service will block Game Pass Domestic Subscribers from accessing on-demand viewing of Game Pass Domestic Licensed Programming during certain time periods as directed by Company in its sole discretion). Game Pass Domestic Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements or NFL broadcast policies as determined by Company in its sole discretion.
2. Company will determine the pricing for subscriptions to the Game Pass Domestic Service in its sole discretion.
3. Company will market and promote the Game Pass Domestic Service in its sole discretion.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written

NewLine, Inc.

By [Signature]  
(Authorized Signature)  
ROY E. REICHBAUM  
Type or Print Name of Person Signing  
PRESIDENT + CEO  
Title  
8/1/16  
Date

NFL Enterprises LLC

By [Signature]  
(Authorized Signature)  
David Jurek  
Type or Print Name of Person Signing  
VP, Digital Media  
Title  
8/3/16  
Date

Approved by Finance  
SM

APPROVED RM  
NFL LEGAL & BUSINESS AFFAIRS





## NeuLion Service Order Form and Terms of Service

NeuLion, Inc., 1600 Old Country Road, Suite 101, Plainview NY 11803 TEL: (516) 622-8300 FAX: (516) 293-0220

Effective Date July 1, 2017Company Name  
("Company"):NFL Enterprises LLC ("NFL" or "Company")

Company

Address: 345 Park Ave., New York, NY 10154

Company Contact

Name: David MarioPhone: (310) 845-4792Company Contact  
Title: Director, Subscription  
ProductsEmail: david.mario@nfl.com**1. Term**

The Term of this Agreement shall commence on the Effective Date and continue until June 30, 2018. At the Company's sole option, the Term for the Domestic Subscription Service may be extended for a period of one (1) year through June 30, 2019. Additionally, at Company's sole option, NeuLion shall provide the Extended User Services Support (detailed in 2(e) below) for a period of one (1) month following the initial Term through July 31, 2018 (the "Extension Period") and be paid only the fees as set forth in Section 2(e) below (in addition to any fees associated with Domestic Subscription Services if the Term is extended by Company).

**2. Services**

- a) The services to be provided by NeuLion under this Agreement are set forth below and in the Attachments, including, without limitation, the setup and back office operation of the services identified in the Attachments and all materials of any kind delivered to Company in connection with such services (each, a "Service" and collectively, the "Services"). The Attachments set forth the Services to be performed by NeuLion in connection with, as applicable, the "ROW Subscription Service" (Attachment A) (the "ROW Subscription Service") and the "Domestic Subscription Service" (Attachment B) (the "Domestic Subscription Service" or the "Game Pass Domestic Subscription Service," and together with the ROW Subscription Service, each, a "Subscription Service" and together, the "Subscription Services"). NeuLion shall support the Subscription Services with at least the same level of resources as utilized during the 2016 NFL season. Without limiting the foregoing, NeuLion will designate a dedicated account manager for Company throughout the Term. NeuLion will implement sponsor integrations as directed by Company (e.g., branded player, insertion of sponsor ad units during commercial breaks).
  - i. As requested by Company, NeuLion will provide free access to a limited amount of content within the ROW Subscription Service for marketing and promotional purposes and/or an unlimited amount with respect to the Domestic Subscription Service, provided that the parties mutually agree upon reimbursement by Company to NeuLion of streaming costs associated therewith.
- b) The Services to be provided by Company under this Agreement shall consist of making the Licensed Programming (as defined in Attachments) available (at Company's expense) to NeuLion for use in the applicable Subscription Service, unless otherwise set forth in this Agreement.
- c) Any and all Subscription Services hereunder will be "white label" services, which will be exclusively branded by NFL without any attribution to NeuLion except to the extent pre-approved in writing by Company (such consent to be granted or withheld in Company's sole discretion).
- d) The Services to be performed by NeuLion pursuant to this Agreement shall also include the following services:

i. Additional Services Related to Subscription Services with Additional Fees. In consideration for certain fees set forth in Section 3, NeuLion will provide the following additional services related to the Subscription Services:

1. Backup/Failover Architecture & Disaster Recovery center. NeuLion will provide enhanced backup/failover architecture in a form mutually agreed by the parties, which will be at least as robust as the system implemented for the 2016 NFL season that will include a total redundant path (for all signal acquisition, encoding/transcoding, and other technical services), and separate operational facility for such support (IE: Disaster Recovery center). Such architecture & disaster recovery center will support all Services.
2. RedZone fiber backup to serve as a secondary feed for NFL RedZone
3. Pre-season streaming: Vyvx signal acquisition for preseason games not normally captured through regular signal acquisition.
4. Radio Station Audio Service. NeuLion will provide home, away and national radio signal acquisition (English and Spanish), encoding and subsequent audio stream delivery (in a manner that is at least at the same level as compared to 2016) in support of Subscription Services. Encoding of each radio feed will include NeuLion's adaptive streaming format, RTMP and Apple HTTP live streaming (HLS). Based on radio broadcaster requirements, advertisements blocking/substitution with NFL supplied audio tracks will also be provided for specified radio stations.
5. Game Pass Application Development Services. Includes design, development and QA for web, iOS mobile/tablet, Android mobile/tablet, ATV, Roku, PS4, Android TV and Amazon Fire (specified web-related development services to be provided for all Subscription Services and the remaining development services to be provided for ROW Subscription Service). Mobile/Tablet apps and CTV apps will be built for the latest version of each platform. Maintenance of existing NFL apps for US as well as maintenance of existing CTV apps across Subscription Services will also be included.

ii. Ancillary Services Related to Subscription Services (No Additional Fees)

1. End-to-End Video Service. NeuLion will provide signal capture, ingestion, encode, demux and multiple transcode, as well as service for adaptive streaming of video content (including support for CDN caching, load balancing and real time QoS monitoring) and post processing of live game content for archive and VOD access.
2. Additional editing / monitoring relating to features included across the Subscription Services, including coaches film, condensed games, etc.
3. Other ancillary services related to the ROW Subscription Service that were provided during the 2016 NFL season.
4. NeuLion will develop and support applications to provide access to ROW Subscription Service via "connected" television and/or game consoles and/or cooperate with Company and Company's designated third party, Microsoft, to provide access to ROW Subscription Service through third party applications for these platforms.
5. NeuLion will continue to provide user access authentication/identify management services at the commencement of the 2017 season with the intention of transitioning these services back to the Company for the ROW migration in the 2018 NFL season.

iii. Additional Services Not Related to Subscription Services

1. Third Party Audio Streaming. NeuLion will provide game feeds to NFL's digital audio partner (for the 2017 season, TuneIn) at the same level or greater than service provided during 2016. NeuLion will also work with the digital audio partner to enable dynamic ad insertion within game feeds. Such ad support

will be provided at an additional fee to NeuLion, with such fee be negotiated directly with the NFL's digital audio partner.

2. NeuLion will work with Company and Company-designated MVPDs (which may be added from time to time at the NFL's sole discretion) to provide authenticated subscribers to such MVPDs online access to NFL Network and NFL RedZone (and/or other networks as directed by Company) consistent with such Services performed by NeuLion in 2016.
  3. Europe Migration Services. Migration of all customer and payment data from NeuLion to Deltatre/Zuora for the 2017 season. Includes the migration of previous NFL 2012 – 2017 games (broadcast, condensed and coaches film) as well as NFL Network archives. This content shall also include meta data. Apps to redirect from legacy NeuLion applications and then point to new Deltatre apps when solution is ready. Services will include other activities necessary in assisting Deltatre as they prepare for running the European territories.
  4. ROW Migration Services. Migration of all customer and payment data from NeuLion to Perform (as defined below) for the 2018 season. Includes the migration of previous NFL 2012 – 2017 games (broadcast, condensed and coaches film) as well as NFL Network archives. This content shall also include meta data. Apps to redirect from legacy NeuLion applications and then point to new Perform apps when solution is ready. Services will include other activities necessary in assisting Perform as they prepare for operating the ROW territories.
  5. GPI Transition Support Services. Offer a Complimentary Trial for users to access Game Pass from April 1, 2017 through June 15, 2017 to receive the full product.
  6. Visa Checkout Services. If requested by the NFL, NeuLion shall implement the Visa Checkout payment solution for either the ROW Subscription Service and/or Domestic Subscription Service.
  7. Adobe Primetime Services. Implementation of client side solution of Adobe Primetime for DAI solution for web (nfl.com/watch) and the Watch NFL Network Tablet/Mobile applications, which implementation shall be completed no later than September 1, 2017.
  8. Authentication Services. Support of TV Everywhere services for Web (nfl.com/watch) and the Watch NFL Network apps on Tablet and Mobile. Services include adding/removing MVPDs from the picker and adding any other restrictions which may be requested from the NFL team.
  9. Condensed Games. NeuLion to deliver all 2017 condensed games via FTP to DAZN Canada for DAZN to use on their platforms at a service rate of \$100 per game. Payment shall be made by Company or its designee to NeuLion within thirty (30) days of receipt of monthly invoice from NeuLion.
- e) Throughout any Extension Period (including but not limited to the extension periods in effect prior to the Effective Date of this Agreement), NeuLion will continue to support the Services described herein other than Europe Migration Services, GPI Transition Support Services, delivery of any live game content or any additional development work ("Extended User Services Support"). The Extended User Services Support shall be provided at a fee of \$30,000 per month. Payment shall be made by Company to NeuLion within thirty (30) days of receipt of the invoice from NeuLion.

### 3. Revenue Share and Fees; Reports

**REDACT**



# REDACT



# REDACT



# REDACT





# REDACT

#### 4. Payment Processing; Security

If NeuLion requires access to Company's facilities, computer systems or networks in order to perform the Services, NeuLion will abide by Company's generally applied policies and protocols regarding security and access, it being understood that Company will provide prior notice (which may be provided by email) of such policies and protocols and the parties will cooperate in good faith as necessary to effectuate implementation. NeuLion shall be responsible for all payment processing in connection with the ROW Subscription Services, as may be further described in the Attachment A, including, without limitation, collection of applicable taxes (if any). NeuLion acknowledges and agrees to the following:

- a) NeuLion is responsible for securing all private information, including, but not limited to, credit card data (collectively "Private Information") in NeuLion's possession or as provided to NeuLion in connection with the Services;
- b) NeuLion shall adhere to all Payment Card Industry ("PCI") security requirements, and NeuLion will be listed as the merchant on Subscribers' credit card statements (i.e., the entry will be listed as "NeuLion, Inc./NFL Product");
- c) NeuLion shall only use the Private Information for assisting parties in completing a transaction, supporting a loyalty program, providing fraud control services or as specifically required by law;
- d) NeuLion agrees to offer full cooperation to a payment card industry representative or authorized third party during a security review after a security intrusion;
- e) Upon termination or expiration of the Agreement, NeuLion shall continue to treat the Private Information as Confidential Information (as defined below); and
- f) NeuLion shall provide Company with a letter from an acquiring bank or credit card vendor indicating that NeuLion is following the PCI data security standards as set forth by the PCI Security Standards Council. Throughout the Term, Company may request documentation that NeuLion is maintaining PCI / MSS compliance.

#### 5. Analytics

NeuLion shall incorporate Company's tracking tags (e.g., Omniture) into the purchase path and product pages for each Subscription Service. A reasonable timeline for such code implementation will be mutually agreed upon by NeuLion and Company. NeuLion shall use best efforts promptly (taking into account high traffic volume days) to repair the tags in the event that the tags fail to function properly. Additionally, NeuLion shall use best efforts to place pixel codes on the registration page for each Subscription Service so that Company may track marketing campaign performance and conversion rates.

#### 6. Network Operations and System Monitoring

NeuLion shall incorporate Company's AppDynamics monitoring infrastructure to provide Company server-level visibility into the NeuLion backend dedicated to the Company. NeuLion will deploy an AppDynamics agent on backend servers in PRD and STG environments to communicate traffic, errors and performance metrics to a SaaS AppDynamics controller. Company will provide to NeuLion at no cost (i) the required agent software, and (ii) access to the SaaS AppDynamics controller. The Company and NeuLion will each designate a technical lead to manage the AppDynamics monitoring.

#### 7. Independent Contractor

NeuLion is an independent contractor of Company. Accordingly, no party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either party (i) be deemed an employee of the other party, (ii) commit the other party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other party or a Person with the authority to commit the other party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**8. Compliance with Law**

Both Company and NeuLion shall comply with any and all applicable Federal, State and local Laws in connection with their respective performance under this Agreement.

**9. Deliverables and Intellectual Property Rights**

The parties understand and agree that NeuLion shall utilize its (and/or its affiliates') pre-existing proprietary intellectual property ("NeuLion IP") in the development and delivery of the Services provided for herein. As between the parties hereto, NeuLion shall be the owner of the NeuLion IP, which Company shall be entitled to use on a non-exclusive, worldwide royalty-free basis in connection with the use and distribution of the Services. The Licensed Programming is the sole and exclusive property of Company. Company exclusively will own all right, title and interest in and to all Licensed Programming, NFL Marks (defined below), and all other materials provided by (or on behalf of) Company to NeuLion hereunder (collectively, the "Company Content"), including, without limitation, all intellectual property and proprietary rights embodied therein, all protectable information and materials in any data, video or audio feeds, the names of the Subscription Services, the content, design and URL of the splash/demo page, and all other content with respect thereto, and nothing in this Agreement confers and rights therein or thereto to NeuLion. The content derived from NeuLion's services hereunder (collectively, the "Work") shall be deemed to be "works made for hire" for Company under the federal copyright laws, with Company as the author and exclusive owner thereof, or in the event the Work does not qualify as a "work-made-for-hire" for Company, NeuLion hereby irrevocably and exclusively assigns and transfers to Company all right, title and interest in and to the Work including, without limitation, all copyrights therein throughout the world in perpetuity in any and all media, now known or hereafter devised. NeuLion agrees to give Company reasonable assistance to perfect such assignment of such rights, title and interest. Each party (the "First Party") acknowledges that the tradenames and trademarks of the other party (the "Other Party") and any other names or marks associated with the Other Party are the exclusive property of the Other Party and/or one or more entities affiliated with such Other Party and that the First Party has not and will not acquire any proprietary rights therein by reason of this Agreement. As clarification, neither party shall use any such names or marks of the Other Party without the prior written consent of the Other Party. For the avoidance of doubt, except to the extent necessary to perform the Services, NeuLion shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of NFL in each instance (such consent to be granted or withheld in NFL's sole discretion). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. NeuLion acknowledges and agrees that all right, title and interest in and to the NFL Marks belongs to the National Football League and the Member Clubs. NeuLion agrees that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary in the Agreement, NeuLion recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. NeuLion recognizes that the great value and goodwill associated with the NFL Marks belongs to the National Football League and the Member Clubs and that the NFL Marks have secondary meaning. NeuLion shall have no right to issue any press release regarding this Agreement without the prior written consent of Company.

**10. Data Processing**

a) NeuLion warrants and represents that:

- i. NeuLion shall process information relating to an identified or identifiable living person or persons who can be identified from those data, either independently, or with other information which is in the possession of, or is likely to come into the possession of NeuLion ("Personal Data") in accordance with any relevant data protection or privacy laws and laws protecting the confidentiality of communications to which the Company is subject from time to time ("Applicable Law") and as specifically directed and authorized by the Company and NeuLion shall adhere to any and all requests made by the Company to amend, transfer or delete all or any part of any Personal Data processed by NeuLion;
- ii. NeuLion shall adopt and maintain technical and organizational measures to protect all Personal Data against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of processing;
- iii. NeuLion shall notify the Company as soon as reasonably practicable (and in any event within three business days) of any actual or threatened security breach (as defined under any Applicable Law) or of any other

accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and all other unauthorized or unlawful forms of processing and NeuLion shall, at its sole cost and expense, take all appropriate actions to contain, investigate and mitigate the effects of any such incidents;

- iv. NeuLion shall retain Personal Data only for as long as necessary to perform the Services, or as required by Applicable Law. Upon expiration or termination of this Agreement, or at any time at the Company's direction, NeuLion shall immediately return or, at the Company's sole election, safely destroy all Personal Data and all copies thereof in its possession or under its control and send the Company written certification acknowledging the return, or destruction, of the Personal Data, and
  - v. NeuLion shall provide prompt notification to the Company of any complaint, notice or communication received from any individual relating to such individual's right under Applicable Law to access, modify or correct any Personal Data relating to that individual and NeuLion shall comply with all the Company's directions in responding to any such complaints, notices or communications.
- b) NeuLion shall not disclose any Personal Data to any third parties whatsoever, unless such disclosure is:
- i. limited to the relevant and minimum amount necessary to perform the Services and subject to the Company's prior written approval, provided that such disclosure shall be made pursuant to the terms of a written agreement between NeuLion and the applicable third party recipient, such written agreement to incorporate terms that are equivalent to those contained in this section 10; or
  - ii. required by Applicable Law, in which case NeuLion shall promptly provide written notification to the Company of such obligation to disclose ahead of complying with any such request.
- c) NeuLion acknowledges and agrees that the Company may, upon providing reasonable notice, inspect NeuLion's processing of Personal Data that NeuLion will provide all resources and materials necessary for the Company to conduct such inspection and that NeuLion shall respond promptly to all the Company's inquiries regarding NeuLion's processing of Personal Data.

#### **11. Representations and Warranties**

Each party represents and warrants that: (i) it has the full power, authority and legal right to enter into and perform this Agreement; and (ii) the Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms. NeuLion further represents and warrants that: (a) the Services (including, without limitation, the NeuLion IP and the Work), when used as contemplated, do not and will not violate or infringe any right of any person or entity and do not and will not require Company to pay any additional fees or secure any additional licenses to use the Services; (b) NeuLion will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with the applicable Attachment and all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations hereunder; and (c) NeuLion has not taken and will not take any action that interferes in any manner with Company's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement. Company further represents and warrants that it (and/or its "Affiliates" (which shall mean the National Football League, NFL Ventures, Inc. and NFL Ventures, L.P. and its subsidiaries or any entity owned, at least in part, by all 32 of the Member Clubs or their controlling owners)) owns the copyright in and to the Licensed Programming and that the NFL Marks do not infringe the rights of any third party.

#### **12. Limited Service Warranty**

NeuLion warrants that the Services will operate in accordance with the applicable Attachment pursuant thereto (all of which are hereby incorporated by reference in to this Agreement). If it is determined that the Service does not operate according to such specifications, NeuLion's shall use its best efforts to cure promptly the defect. EXCEPT AS OTHERWISE SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PARTY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR USE OF THE NFL MARKS IN VIOLATION OF THIS AGREEMENT OR PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

#### **13. Indemnification; Defense; Cooperation**

- a) Each party (the "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, judgments, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with (i) any breach, or in the case of a third



party claim, alleged breach, of any representation, warranty, covenant or agreement of such Indemnifying Party (ii) any material breach, or in the case of a third party claim, alleged material breach, of any other of the terms hereof.

- b) The Indemnifying Party shall, upon the other party's demand, promptly and diligently defend, at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided that the Indemnifying Party may not enter into any settlement pursuant to its indemnification obligation without the prior written consent of the Indemnified Party (which consent may be given or withheld in the Indemnified Party's reasonable discretion). In the case of Company as the Indemnified Party, NeuLion's foregoing obligations to indemnify, defend and hold harmless set forth in this Section 9 shall extend to the National Football League and its Member Clubs, NFL Ventures, L.P. and its subsidiaries and NFL Ventures, Inc., and each of their affiliates, officers, directors, shareholders, agents, representatives and employees.
- c) At the Indemnifying Party's expense, the Indemnified Party shall provide reasonable cooperation in connection with the investigation, defense or prosecution of any action, suit or proceeding subject to indemnification hereunder.
- d) The provisions of this Section shall survive the expiration or termination of this Agreement.

#### 14. Assignment; Amendment; Waiver; Subcontracting

NeuLion may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of Company (such consent to be granted or withheld in Company's sole discretion). Company may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of NeuLion, to a Company Affiliate. This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### 15. Termination

This Agreement, including all Attachments, or any individual Attachment(s) hereunder, may be terminated (i) in the event of a material breach of this Agreement that has gone uncured for a period thirty (30) days after written notice of such breach has been given, (ii) immediately upon the insolvency of or the filing of a petition of bankruptcy by a party, (iii) upon mutual written Agreement of the parties, (iv) if, during the Term, any applicable law or regulation subjects a Subscription Service to a regulation that would materially frustrate the purpose of this Agreement, Company will have the right to terminate this Agreement on thirty (30) days' written notice to the other party, (v) in accordance with any other provisions of this Agreement expressly addressing termination. In addition, Company may terminate immediately if it receives notice of any claim or allegation (including a demand for license) that the technology used in the streaming media platform, the territorial restriction technology or any other technology that NeuLion implements as part of a Subscription Service, excluding the Company Content, has infringed the intellectual property of any third party.

Also, in the event that Company, acting in good faith, determines in its sole discretion (regardless of whether or not NeuLion has breached any of its obligations hereunder), that:

(i) a Subscription Service is not or cannot be geographically restricted sufficient to protect the Company's other game telecast licensees (including the prevention of "signal jumping" of Internet feeds from a target country back to a country not in the territory in which a Subscription Service may be distributed hereunder ("Territory", as further defined with respect to each Subscription Service in the applicable Attachment);

(ii) certain Licensed Programming is not or cannot be adequately protected from capture, duplication, retransmission or other piracy;

(iii) consumers are receiving or will receive access to a Subscription Service without paying the subscription price;

(iv) the continued operation of a Subscription Service would expose the Company to any legal or regulatory liability as the result of any law, regulation, order, decree or other proceeding as the result of local Territory laws, regulations, etc.; or

(v) the continued operation of a Subscription Service is not protecting or cannot protect the security of the Licensed Programming.

Company will have the right to require NeuLion to suspend immediately any or all of the Subscription Services (temporarily or permanently) in its entirety or with respect to any given consumer, set of consumers, country or other territory where such violation occurs. In the event of any such suspension or termination hereunder with respect to a particular Subscriber, group of Subscribers, territory, country or the Agreement as a whole, the parties (in proportion to their respective interests in the Net Revenues will provide for partial or total refunds (as determined by Company) to affected Subscribers who have not violated the terms of their subscription agreements, provided that neither Company nor NeuLion shall be liable for such refunds in amounts in excess of the Net Revenues earned by such party. NeuLion will draft (as directed by Company subject to Company approval) appropriate terms of use for each Subscription Service in accordance with the terms of this Agreement and require all Subscribers to affirmatively accept such terms of use, which shall expressly confirm that refunds shall not be available for Subscribers who violate such terms of use (including without limitations terms applicable to the Territory and prohibitions on download or other capture of Licensed Programming).

#### 16. Confidentiality

"Confidential Information" shall include: (i) the terms and conditions of this Agreement, (ii) all non-public, proprietary information relating to the customers of either party, including customer lists, (iii) all non-public information obtained by NeuLion regarding Company and its businesses, and (iv) all information one party provides to the other which is clearly identified in writing as confidential or proprietary. Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) made available for third parties to use, or (b) used for any purpose other than performing the duties to be performed hereunder. Each party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all of the terms of this Section and shall be responsible for ensuring compliance with same. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no negligent or wrongful act of the receiving party; (ii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iii) it is independently developed by the receiving party; (iv) it is disclosed pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's direction, either return or destroy all of the disclosing party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

NeuLion acknowledges that, as between the parties, Company shall own any information, including, without limitation, any customer list, information (e.g., name, address, email address) or database created or developed in connection with the Services (the "Data"). NeuLion shall have no rights in or to the data in the Data. NeuLion represents and warrants that: (i) it will not use or disclose such Data for any purpose without the written permission of Company, except as necessary to effectuate this Agreement; (ii) it will treat the Data as Confidential Information; (iii) it will not transmit or maintain the Data outside of the United States or Canada; and (iv) following transfer by NeuLion of the Data as directed by Company (to Company and/or a third party designated by Company), NeuLion will delete such Data from any storage device on which the information is maintained upon the termination or expiration of this Agreement. NeuLion further represents and warrants that, with respect to the Data, NeuLion shall faithfully comply with and adhere to: (a) all of the terms of the NFL.com Privacy Policy, as in effect at the time the Data is collected, and (b) all applicable laws, government rules and regulations, court and administrative decrees, and the highest standard of business ethics then prevailing in the industry with regard to the collection and use of data.

#### 17. Insurance

During the Term, NeuLion shall obtain and maintain the following insurance coverages, evidence (satisfactory to Company) of which must be provided to NFL (Attn: Bradleyf27.00 Firestone) within thirty (30) days after execution of this Agreement by both parties.

- a) Commercial General Liability ("CGL") insurance in accordance with the following:
  - i. Coverage: CGL insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), and including

- coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury.
- ii. Coverage Limits: CGL coverage limits must be no less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
  - iii. Defense: Coverages must include a duty to defend.
  - iv. Additional Insured: Coverages must name each of the NFL Indemnified Parties as additional insureds and must be primary for the additional insureds with no right of subrogation against any additional insureds.
  - v. Insurer: Insurers must be licensed in all jurisdictions in which the Services are to be rendered.
- b) Workers' Compensation and Employer's Liability insurance:
- i. Limits:
    - 1. Workers' Compensation – statutory limits
    - 2. Employer's Liability – not less than one million dollars (\$1,000,000)
  - ii. Cancellation Provision: Coverages must be endorsed to provide Company with thirty (30) days' written notice of cancellation, material change or non-renewal.

18. Audit

REDACT

19. No Third Party Beneficiaries

Except for Company's Affiliates, this Agreement is entered solely by and between the Parties and shall not be deemed to create any rights in or obligations to any third parties.

20. Force Majeure

REDACT

21. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in a State or Federal Court in New York, New York and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.



**22. Notices**

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) deemed given or made on the date three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, if addressed to the President or Chief Executive Officer of the party at the address specified above for the party, or in each case to such other persons or addresses as shall be designated by written notice, provided that the initial address for notice to Company shall be:

NFL Enterprises LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Vice President, Media Strategy  
with a copy to: Daniel Malin, Counsel

**23. Severability**

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable (collectively, "Invalid"), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event a material term is so held Invalid, Company shall have the right to terminate this Agreement upon written notice to NeuLion.

**24. Survival**

All provisions of this Agreement that should be reasonably expected to survive expiration or termination, including, without limitation, Sections 8 (Deliverables and Intellectual Property Rights), 11 (Indemnification), 14 (Confidentiality), 19 (Consent to Jurisdiction and Venue; Governing Law) and 20 (Notice) shall so survive any expiration or termination of this Agreement.

**25. Entire Agreement; Execution in Counterparts**

This Agreement (including, without limitation, the Attachments hereto) represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By:



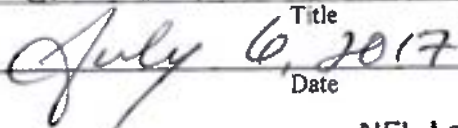
(Authorized Signature)

ALEXANDER G. ARATO

Type or Print Name of Person Signing

GONZALEZ COUNSEL

Title



Date

APPROVED

NFL Legal &amp; Business Affairs

AFC

NFL Enterprises LLC

By:

(Authorized Signature)

Type or Print Name of Person Signing

Title

Date

Approved by Finance  
RZ

**ATTACHMENT A  
GAME PASS INTERNATIONAL REST OF WORLD SUBSCRIPTION SERVICE  
STATEMENT OF WORK**

This Attachment A is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July 1, 2017. Capitalized terms used in this Attachment but not defined in this Attachment A shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment A, this Attachment A shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform (including, without limitation, updates, flash products, design, hosting, DRM, and maintenance), as well as packaging, encoding and streaming of Company-related content as part of the Game Pass International Rest of World Subscription Service. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network, NFL RedZone and NFL RedZone En Espanol programming), as determined by Company in its sole discretion ("Game Pass International Rest of World Licensed Programming", which shall be deemed Licensed Programming for purposes of the Agreement) to stream to broadband users solely in the Game Pass International Rest of World Territory (as defined below) on a purchased subscription basis via the NeuLion-developed media player as more fully described herein (the "Game Pass International Rest of World Subscription Service", which shall be deemed the ROW Subscription Service for purposes of the Agreement). The Game Pass International Rest of World Licensed Programming as provided by Company pursuant to this Attachment A will not include any pre-game, post-game or half-time shows associated with NFL preseason, regular-season and playoff games, unless Company elects, in its sole discretion, to make one or more of such shows available as part of the Game Pass International Rest of World Subscription Service. NeuLion will be responsible for development, management and operation of the Game Pass International Rest of World Subscription Service in accordance with the terms of the Agreement. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass International Rest of World Subscription Service. The Game Pass International Rest of World Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment A:

1. **Payment Gateway Integration** – NeuLion credit card authorization and billing services.
2. **Open Integration with Product Catalog** – functionality which includes multiple content package and price point variations, including, without limitation.
  - A) Subscriptions
  - B) A la carte purchases
  - C) Bundling of both subscriptions and a la carte purchases
  - D) Flexible pricing by product type, geography, affiliate partner, etc.
3. **Gift Card and Coupon code support** (for discounts and marketing campaigns) as required by Company.
4. **Affiliate Marketing Support** – ability to track purchases through affiliate partnerships as required by Company.
5. **Territory Restrictions and Geo-Filtering** – The Territory of the Game Pass International Rest of World Subscription Service will consist of the countries listed in Attachment C, attached hereto and incorporated by this reference (the "Game Pass International Rest of World Territory"). Attachment C may be revised by NFL in its sole discretion, which changes will be promptly implemented by NeuLion. NeuLion will comply in full with Game Pass International Rest of World Territory restrictions (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by NeuLion to comply with Game Pass International Rest of World Territory restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement. NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Game Pass International Rest of World Subscription Service, and (ii) provide solely a live (or archived) video stream of the Game Pass International Rest of World Licensed Programming from and on NeuLion's own servers, and not permit ROW Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass International Rest of World Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass International Rest of World Licensed



Programming) protection methods must be clearly demonstrated by NeuLion to NFL's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass International Rest of World Licensed Programming from the Services. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by NFL in its sole but good faith discretion, will give rise to the termination right of NFL as set forth Section 13 of the Agreement.

Additionally, verification of a ROW Subscriber's country of residence will be based on, at a minimum, an IP address from a country within the Game Pass International Rest of World Territory. ROW Subscribers will not be permitted to sign-up from an IP address registered in a country not included in the Game Pass International Rest of World Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no ROW Subscriber can access the Game Pass International Rest of World Subscription Service from a country not included in the Game Pass International Rest of World Territory.

6. **User Registration Flow** – integration with existing NFL.com site registration and the creation of a “single sign-on”.
7. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool. NeuLion's iPTV Web platform collects detailed browsing and streaming information for usage and marketing analysis.
8. **Customer Data Feeds** – support the real-time transfer of user data and purchase history to NFL marketing database.
9. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
10. NeuLion will be responsible for the development, production and hosting of a demonstration page (which will demonstrate the functionality of the Game Pass International Rest of World Subscription Service to prospective subscribers) and the media player to present the Game Pass International Rest of World Subscription Service; provided that the content, presentation, and all other elements (including without limitation the content of the demonstration page and any proposed framing of the media player) will be carried out in accordance with NFL's instructions.
11. **Event Production:** NeuLion will be responsible for all registration and billing required to support the Game Pass International Rest of World Subscription Service, and for all necessary “back end services” (including, without limitation, signal acquisition, encoding, storage and serving) for the Game Pass International Rest of World Licensed Programming.
12. **Look & Feel** – The Game Pass International Rest of World Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as well as branding for each international distribution partner as directed by NFL.
  - A) **User Interface** – using a secure URL structure, make Game Pass International Rest of World Licensed Programming available through a custom skinned, broadband quality web page.



13. **Partner Specific Branding** – apply partner specific branding to the application to create a co-branded user experience as directed by NFL.
14. **Partner Specific Pricing** –allow for customized product pricing by partner and by territory if requested by NFL.
15. **Live Game Video Feed** – direct to the consumer at the highest attainable quality, based upon the consumer's connection speed.
16. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
17. **User Access Authentication – Geo-filtering** will be implemented as set forth above.
  - A) Game Access Privileges – based on package purchased
  - B) In the event of any issue with the Game Pass International Rest of World Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass International Rest of World Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
18. **Game Navigation** – ability to navigate between live games and between live and on-demand content
19. **Platform and browser compatibility** – Chrome, IE (Edge browser only on Windows 10 and above), Safari, and Firefox on Windows and Mac, iOS and Android smartphones and tablet. Should the current limitations concerning smart phone and tablet browser support be eliminated prior to the 2017 season, full browser support shall be provided as reasonably requested by Company.
20. **Multiple Game Feeds (e.g. Quad View)** – offer the consumer the ability to watch up to 4 games simultaneously
  - A) Game Tracker & Stats Integration - provide the top level game information, including, without limitation, the following elements that will all update in real time:
    - a. Game status (game time, quarter) and score
    - b. Field Position (down, distance, ball location, possession)
    - c. Drive Chart - display a graphical representation of game action
21. **Video on Demand** - provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film
22. **Social Media Applications** (e.g. chat, polls, fan interaction, clip and share, email a friend) will be deployed (including, without limitation, monitoring) by NeuLion in accordance with applicable laws, rules and regulations and any additional guidelines provided to NeuLion by NFL.
  - A) Social media functionality will include module on video application that allows users to comment during games and ability to click and "mark" video during viewing or rewind and add comments about selected section of video.
23. **Content Storage** for archived game content (including radio broadcast games) as determined by NFL.
24. **Single Sign-On** - Develop a single, user sign on and registration process with NFL.com to increase efficiencies in marketing and maintenance.
25. **Flexible Product Bundling** - Provide the ability to promote/market bundled product offers and make available with one purchase transaction (e.g. Get a Game Pass + Audio Pass bundle package for \$XX.XX / month).
26. **Product Cross-Sell and Up-Sell** - Allow Subscription Services to be cross-sold and up-sold, based upon parameters set forth by NFL.
27. **Link to Download** - Ability for ROW Subscribers to link to NFL content download partners.

28. **Site Customization** - Ability for users to customize their subscription experience with each of the 32 NFL Club marks & logos (choose your favorite team).
29. **DVR Functionality** - Ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
30. **Synchronized Stats** - Ensure that game stats are synchronized to video payout in both the live and archive game states.
31. **Audio/Video Timeline, Game Navigation and Chapter Marking** - Mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
32. **Radio Feeds** - ROW Subscription Service support of radio game broadcast audio:
  - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
  - B) Provide audio only streaming of radio broadcasts of non-live games
33. **Referral Program** - Refer A-Friend functionality where referrers are provided incentives to refer friends and family to subscribe.
34. **Localized Currency** - Provide ability for users to pay in local currency, in addition to US Dollars. Currencies offered at the discretion of Company and provided that the third party payment processor supports that currency.
35. **Translations Support** - Ability for users to view Game Pass International ecommerce pages and product applications (media players) in different languages. NeuLion shall provide formatted text copy files in English which then Company is responsible for providing translated versions. Languages offered at the discretion of Company.
36. **Fantasy Integration** - Ability for ROW Subscribers to access their NFL.com Fantasy information within the Game Pass International application experience, such as match-ups, scores, standings, individual player scores.
37. **NFL.com Integration** - Provide video players and entitlements data, in order for Company to integrate throughout NFL.com.

## II. ADDITIONAL SERVICES AND TERMS AND CONDITIONS:

1. Game Pass International Rest of World Licensed Programming will be made available by NeuLion to ROW Subscribers on a live and on-demand basis in accordance with the terms hereof. All NFL games included in the Game Pass Licensed Programming will be available in the Game Pass International Rest of World Territory in the on-demand archive, unless otherwise directed by NFL. On-demand content will be available to ROW Subscribers as directed by NFL. Initial live and on-demand airing of regular-season games shall be subject to individual market blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements as determined by NFL in its sole discretion. Any games that are blacked out for live viewing to ROW Subscribers in a specific country will be made available to ROW Subscribers for on-demand access as directed by NFL.
2. NeuLion acknowledges that the NFL has entered into an agreement with Perform that grants Perform the right to determine the pricing for subscriptions to the ROW Subscription Service in their sole discretion, provided however that the NFL agrees to notify NeuLion regarding any such pricing decisions.
3. Perform, in consultation with the NFL, will market and promote the ROW Subscription Service in its sole discretion.
4. Provided that NeuLion is in compliance with the material terms and conditions of this Agreement, during the Term, NFL shall not operate nor grant any third party white label operator other than NeuLion the right to operate a Subscription Service that is comprised of the live streaming via the Internet to (which excludes, for purposes of clarity and without limitation, distribution to mobile devices (including, without limitation, through mobile telephone/mobile data technology protocols, WAP, SAP, EVDO, VCAST, UMTS or otherwise), ) of full-length audio/video feeds of all NFL regular-season and playoff games (i.e., games in their entirety) in English to subscribers to a paid, stand-alone subscription-based service in the Game Pass International Rest of World

Territory. For purposes of clarity, the parties acknowledge and agree that nothing in this subsection or any other provision of the Agreement limits NFL's right to distribute, or authorize the distribution of, live streaming to any device via the Internet of full-length audio/video feeds of NFL regular-season and playoff games (i) in any language other than English in the Game Pass International Rest of World Territory, (ii) outside the Game Pass International Rest of World Territory or (iii) through a third-party branded service regardless of whether such content is distributed to consumers for free, on a pay-per-view bases, by subscription or otherwise. In the event that NFL elects to offer the ROW Subscription Service in a language other than English, NFL will make good faith efforts to consider NeuLion as a potential white label service provider in connection therewith (it being expressly understood and agreed by the parties that NFL shall select such provider in its sole discretion).

5. Perform will determine the pricing for subscriptions to the ROW Subscription Service in its sole discretion (and the NFL will notify NeuLion regarding such pricing), provided that with respect to any week during the twenty-seven (27) week period commencing on August 3, 2017 and concluding on February 4, 2018 (measured from 12:00am ET Thursday through 11:59pm Wednesday (New York time)) during which live NFL games are distributed via the ROW Subscription Service, NeuLion's share of ROW Subscription Service Net Revenues (pursuant to Section 3(b) of the Agreement) attributable to the ROW Subscription Service during such week shall equal not less than sixty cents (\$.60) multiplied by the number of ROW Subscribers who logged into the ROW Subscription Service during such week (the "ROW Guarantee"). In the event of a shortfall below the ROW Guarantee, NeuLion shall (i) notify NFL and Perform within ten (10) days following the Wednesday of the week in which such shortfall occurs) and (ii) if the required notice in (i) has been given, deduct the amount of such shortfall from the next payment of Perform's revenue share amount. Without limiting the foregoing sentence, the parties agree that the pricing and promotional or other discounts of the ROW Subscription Service may vary by country.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

NFL Enterprises LLC

By:



(Authorized Signature)

ALEXANDER G. APATOW

Type or Print Name of Person Signing

GENERAL COUNSEL

Title

July 6, 2017

Date

By:

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

Type or Print Name of Person Signing

\_\_\_\_\_

Title

\_\_\_\_\_

Date

APPROVED  
NFL Legal & Business Affairs

*AJS*

Approved by Finance

*RZ*



**ATTACHMENT B  
GAME PASS DOMESTIC SUBSCRIPTION SERVICE  
STATEMENT OF WORK**

This Attachment B is made pursuant to the Agreement between NFL Enterprises LLC ("Company" or "NFL") and NeuLion, Inc. ("NeuLion") dated July 1, 2017. Capitalized terms used in this Attachment but not defined in this Attachment B shall have the meanings ascribed to them in the body of the Agreement. In the event of a conflict between the Order Form, Terms of Service and this Attachment B, this Attachment B shall control.

**I. SERVICES PROVIDED:**

The Services NeuLion will provide to Company shall include the provision of all technology, software, expertise and know-how used in connection with the exhibition, distribution and refreshing of the NeuLion IPTV Delivery Platform applicable to the Game Pass Domestic Subscription Service (as defined below), including, without limitation, updates, flash products, design, hosting, DRM, and maintenance, as well as packaging, encoding and streaming of Company-related content. Subject to the terms and conditions set forth in this Agreement, Company will provide to NeuLion on a non-exclusive basis audio-visual feeds of certain NFL preseason, regular-season and playoff games (and potentially additional content e.g., NFL Network programming) as determined by Company in its sole discretion ("Licensed Programming", which shall be deemed Licensed Programming for Purposes of the Agreement) to make available on a live and on-demand video archive basis (subject to the restrictions as set forth herein) to broadband users solely in the Game Pass Domestic Territory (as defined below) on a purchased subscription basis via the NeuLion-developed web media player as more fully described herein (the "Game Pass Domestic Web Subscription Service", which shall be deemed the Domestic Subscription Service for purposes of the Agreement). NeuLion will be responsible for development, management and operation of the Game Pass Domestic Web Subscription Service in accordance with the terms hereof. Except as otherwise expressly provided herein, NeuLion will be responsible for all costs and expenses associated with the Game Pass Domestic Web Subscription Service. The Game Pass Domestic Web Subscription Service features developed as part of the Services will include all services and deliverables referenced in this Attachment B.

1. **Payment Gateway Integration** – NeuLion credit card authorization and billing services.
2. **Territory Restrictions and Geo-Filtering** – The Territory of the Domestic Subscription Service will be limited to the United States, and its territories, possessions and commonwealths (the "Game Pass Domestic Territory"). The Game Pass Domestic Web Subscription Service will comply in full with Game Pass Domestic Territory restrictions or NFL broadcast policies (e.g., blackout requirements) as determined by the NFL in its sole discretion. Any failure by the NeuLion to comply with such restrictions will give rise to NFL's termination rights as set forth in Section 13 of the Agreement.  
NeuLion will (i) incorporate the highest industry standard territorial restriction protection into the Subscription Service, and (ii) provide solely a live and archived video stream of the Game Pass Domestic Licensed Programming from and on NeuLion's own servers, and not permit Domestic Subscribers or other persons to "download" to their own computers or viewing devices (or otherwise access directly) the digital files containing the Game Pass Domestic Licensed Programming. The effectiveness of each of the territorial and streaming (as a means to limit redistribution of the Game Pass Domestic Licensed Programming) protection methods must be clearly demonstrated by NeuLion to Company's full satisfaction and applied consistently throughout the Term. NeuLion will use best efforts consistent with the highest industry standards to prevent any geographic leakage and/or piracy of any Game Pass Domestic Licensed Programming from the Service. Notwithstanding such best efforts, the parties acknowledge that any failure of the territorial security and/or streaming protections, as determined by Company in its sole but good faith discretion, will give rise to the termination right of Company as set forth in Section 13 of the Agreement. Additionally, the Game Pass Domestic Web Subscription Service verification of a Domestic Subscriber's country of residence will be based on, at a minimum, an IP address from a location within the Game Pass Domestic Territory. Domestic Subscribers will not be permitted to sign-up from an IP address registered in a location not included in the Game Pass Domestic Territory, and NeuLion will use best reasonable efforts consistent with the highest industry standards to ensure that no Domestic Subscriber can access the Game Pass Domestic Web Subscription Service from a location not included in the Game Pass Domestic Territory.
3. **Purchase Support** – The Game Pass Domestic Web Subscription Service will direct Domestic Subscription Service Subscriber purchase requests (based on IP) to the NFL hosted Game Pass Domestic purchase page(s).
4. **NFL SSO** – integration with NFL.com SSO to ensure that user requesting the Game Pass Domestic Web Subscription Service is allowed and authorized to watch content.

5. **Flexible sales reporting** and ability to integrate via API to an enterprise reporting tool (Adobe Omniture). The Game Pass Domestic Web Subscription Service collects detailed browsing and streaming information for usage and marketing analysis.
6. **Customer Care**
  - A) Live chat support during live events (preseason, regular season, and postseason games, and NFL events such as NFL Combine and NFL Draft) (it being understood that NeuLion shall use reasonable efforts to provide a response to such live chat support inquiries within no more than ten (10) minutes of initial user chat request during live events) and e-mail support during all other times (it being understood that such e-mail support will provide a response to e-mail inquiries within no more than twenty-four (24) hours).
  - B) Call center phone support (it being understood that NeuLion shall use reasonable efforts to provide a response to such phone support inquiries within no more than ten (10) minutes of call during live events) during the period from August 1 to March 31 of each year during the Term, extended hours of support during live events.
  - C) Online customer self-service modules.
  - D) Pre-game monitoring of online social platforms defined by NFL for a period of 2 hours prior to the start of each game day to understand any potential issues facing customers. This monitoring can assist in identifying potential problems faced by users.
  - E) Utilization of help desk applications (i.e. Zen Desk) provided by NFL for the purposes of Customer Care requests, queue management, and reporting.
7. **Event Production:** NeuLion will be responsible for all necessary "back end services" (including, without limitation, signal acquisition, encoding, content storage and serving, and a separate Domestic Subscription Service application server pool) for the Game Pass Domestic Licensed Programming. Additionally, NeuLion will be responsible for audio/video editing to ensure that the archive Game Pass Domestic Licensed Programming made available to Game Pass Domestic Subscribers will not include any pre-game, post-game or half-time shows associated with NFL games, commercial breaks, musical elements associated with a network's cutting to or from commercial breaks, or other elements identified by Company, unless Company elects, in its sole discretion, to make any such content available as part of the Domestic Subscription Services.
8. **Look & Feel** – The Game Pass Domestic Web Subscription Service will include a high-quality custom designed user experience inclusive of elements of the NFL.com graphics package, as directed by Company.
  - A) User Interface – using a secure URL structure, make Game Pass Domestic Licensed Programming available through a custom skinned, broadband quality web page.
9. **Video Quality** – the highest attainable quality, based upon the Game Pass Domestic Subscriber's connection speed.
10. **Multiple Bit Rate Encoding and Auto-Optimization** – live and on-demand streaming at multiple bit rates with auto-optimization based on user connection speed.
11. **User Access Authentication** – The Game Pass Domestic Web Subscription Service will implement geo-filtering as set forth above.
  - A) Game Access Privileges – based on NFL SSO entitlement and the restrictions set forth herein.
  - B) In the event of any issue with the Domestic Subscription Service impacting the user experience (e.g., database issue), NeuLion will, at NFL's request, make available the Game Pass Domestic Web Subscription Service (including the Live Game Video Feed) to all users. NeuLion must accommodate this request within 30 minutes of the request being submitted by the NFL.
12. **Game Navigation** – The Game Pass Domestic Web Subscription Service will provide the ability to navigate between multiple live and archived games and other content.
13. **Platform and browser compatibility** – The Game Pass Domestic Web Subscription Service will support Chrome, IE (Edge browser only on Windows 10 and above), Safari, and Firefox on Windows and Mac.
14. **Multiple Game Feeds (e.g. Quad View)** – The Game Pass Domestic Web Subscription Service will offer the consumer the ability to watch up to 4 games simultaneously (regardless of live or on-demand).

- A) Game Tracker & Stats Integration - The Game Pass Domestic Web Subscription Service will provide the top level game information, including, without limitation, the following elements that will all update in real time:
  - B) Game status (game time, quarter) and score
15. **Content Storage** for archived game content (including radio broadcasts of games) as determined by NFL
  16. **DVR Functionality** - The Game Pass Domestic Web Subscription Service will provide the ability for users to pause, slow-motion, rewind and fast-forward live and archived game audio / video.
  17. **Synchronized Stats** - The Game Pass Domestic Web Subscription Service will ensure that game stats are synchronized to video payout in both the live and archive game states.
  18. **Audio/Video Timeline, Game Navigation and Chapter Marking** - The Game Pass Domestic Web Subscription Service will mark each quarter (1, 2, halftime, 3, 4, OT) for easy video navigation. Mark each scoring play in the game (IE: big play markers).
  19. **Video on Demand** - The Game Pass Domestic Web Subscription Service will provide access to segments of select game production and other NFL Network programming (content to be provided by NFL at NFL's sole discretion), IE: commercial-free games, coaches film.
  20. **NFL.com Integration** - Provide video players, in order for Company to integrate throughout NFL.com.
  21. **Radio Feeds** - The Game Pass Domestic Web Subscription Service support of radio game broadcast audio:
    - A) Integrate live Licensed Programming with multiple audio feeds (e.g., each club's local radio feed(s))
    - B) Provide option for audio only streaming of radio broadcasts of live games that are blacked out
    - C) Provide audio only streaming of radio broadcasts of non-live games
  22. **Domestic Subscription Service Support for NFL Developed Apps** - NeuLion will provide APIs (and associated documentation) for NFL to request secured streaming playback URLs, via authenticated security tokens, for use by NFL developed applications to play Game Pass Domestic Licensed Programming.


## II. ADDITIONAL GAME PASS DOMESTIC SERVICES AND TERMS AND CONDITIONS:

1. Game Pass Domestic Licensed Programming will be made available by the Game Pass Domestic Web Subscription Service to Domestic Subscribers on a live and on-demand basis in accordance with the terms hereof. All games included in the Game Pass Domestic Licensed Programming will be available in the Game Pass Domestic Territory in the on-demand archive. On-demand content will be available to Domestic Subscribers as directed by Company (e.g., the Game Pass Domestic Web Subscription Service will block Domestic Subscribers from accessing on-demand viewing of Game Pass Domestic Licensed Programming during certain time periods as directed by Company in its sole discretion). Game Pass Domestic Licensed Programming shall be subject to individual market or time period blackout requirements for specific games as required by exclusionary provisions of NFL's telecast arrangements or NFL broadcast policies as determined by Company in its sole discretion.
2. Company will determine the pricing for subscriptions to the Game Pass Domestic Service in its sole discretion.
3. Company will market and promote the Game Pass Domestic Service in its sole discretion.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NeuLion, Inc.

By:   
(Authorized Signature)  
ALEXANDER G. ARATO  
Type or Print Name of Person Signing  
GENERAL COUNSEL  
Title  
July 6, 2022  
Date

NFL Enterprises LLC

By: \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
Type or Print Name of Person Signing  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED  
NFL Legal & Business Affairs  
*AS*

Approved by Finance  
*RZ*

**ATTACHMENT C**  
**GAME PASS INTERNATIONAL REST OF WORLD TERRITORY**

Afghanistan	Ecuador	Mali	Somalia
Algeria	Egypt	Marshall Islands	South Africa
Angola	El Salvador	Martinique	South Georgia and the South Sandwich Islands
Anguilla	Equatorial Guinea	Mauritania	South Korea
Argentina	Eritrea	Mauritius	South Sudan
Aruba	Ethiopia	Mayotte	Sri Lanka
Australia	Falkland Islands (Malvinas)	Mexico	St. Barthelemy
Bahrain	Fiji	Micronesia	St. Christopher & Nevis
Bangladesh	French Guyana	Mongolia	St. Helena
Barbados	French Polynesia	Montserrat	St. Kitts and Nevis
Barbuda	Gabon	Morocco	St. Lucia
Belize	Gambia	Mozambique	St. Martin
Benin	Gaza Strip	Myanmar	St. Pierre and Miquelon
Bhutan	Ghana	Namibia	St. Vincent & the Grenadines
Bolivia	Greenland	Nepal	Sudan
Botswana	Grenada	Netherlands Antilles	Suriname
Bouvet Island	Guadeloupe	New Caledonia	Swaziland
Brazil	Guatemala	New Zealand	Syria
British Indian Ocean Territory	Guinea	Nicaragua	Taiwan
British V.I.	Guyana	Niger	Tanzania
Brunei	Haiti	Nigeria	Thailand
Burkina Faso	Honduras	Niue	Timor-Leste
Burundi	Hong Kong	Oman	Togo
Cambodia	Indonesia	Pakistan	Tokelau
Cameroon	Iraq	Palau	Tonga
Cape Verde	Israel	Palestine	Trinidad & Tobago
Caymans	Jamaica	Panama	Tunisia
Central African Republic	Japan	Papua New Guinea	Turkey
Chad	Jordan	Paraguay	Turks and Caicos
Chile	Kenya	Peru	Uganda
Christmas Island	Kiribati	Philippines	United Arab Emirates
Colombia	Kuwait	Pitcairn	Uruguay
Comoros	Lao PDR	Qatar	Vanuatu
Congo (Brazzaville)	Laos	Reunion	Venezuela
Cook Islands	Lebanon	Rwanda	Vietnam
Costa Rica	Lesotho	Saint-Martin	West Bank
Côte d'Ivoire	Liberia	Sao Tome and Principe	Western Sahara
Cuba	Libya	Saudi Arabia	Yemen
Curacao	Macao	Senegal	Zambia
Democratic Republic of the Congo	Madagascar	Seychelles	Zimbabwe
Djibouti	Malawi	Sierra Leone	

Dominica  
Dominican Republic

Malaysia  
Maldives

Singapore  
Solomon Islands



EXECUTION COPY

**FIRST AMENDMENT TO  
NEULION SERVICES AGREEMENT**

This First Amendment (this "First Amendment"), dated as of March 30, 2015 (the "First Amendment Effective Date"), is made and entered into by and between NFL Enterprises LLC ("NFLE"), and Neulion, Inc. ("Company"), and amends that certain Agreement between NFLE and Company dated June 1, 2012 (the "Agreement"). Each capitalized term used and not defined in this First Amendment shall have the meaning set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**TERMS**

1. Amendment. Section 1 ("Term") of the Agreement shall be deleted and replaced in its entirety with the following:

*"The Term of this Agreement shall commence on the Effective Date and conclude on June 30, 2015, unless terminated earlier in accordance with the terms hereof."*

2. No Other Modifications. Except as provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect.

3. Entire Agreement. The terms and conditions herein contained constitute the entire agreement between the parties with respect to the subject matter of this First Amendment and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

4. Counterparts. This First Amendment may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile (or other commonly-used electronic means (e.g., PDF)) shall be effective as delivery of a manually executed counterpart of this First Amendment.

5. Effectiveness. This First Amendment is not an offer by either party and will not be binding unless and until executed and delivered by both parties. Once executed and delivered by both parties, this First Amendment shall be deemed effective as of the First Amendment Effective Date.

*[Signature page follows]*

**EXECUTION COPY**

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives.

**NEULION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
Roy E. Reichman  
Secretary  
3/31/15

**NFL ENTERPRISES LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
Perkins Miller  
Chief Digital Officer  
4/1/15

**Approved by Finance**

*SM*

**APPROVED**  
NFL Legal & Business Affairs

